The Compleat

CLARK,

Containing the best

FORMS,

Of all sorts of

PRESIDENTS,

FOR

CONVEYANCES and ASSURANCES; And other *INSTRUMENTS* now in Use and Practice:

WITH

The Forms of Bills, Pleadings, and Answers in *Chancery*; As they were penned and perfected by Eminent Lawyers, and Great Conveyancers, both Antient and Modern.

WHEREUNTO ARE ADDED,

Divers *Presidents*, which were wanting: And also, some *Saxon* Presidents; With the Exposition of certain Words, used in antient Charters: And the proper Names of Men and Women: With Additions of Titles of Honour, Trades and Occupations, Cities, Counties, Bishopricks; Names of Offices, Moneths, and Dayes; Numbers of Money and Waights, in *Latine* and *English*: With a Computation of Years, from King *William* the Conquerour, to this present.

8° *With Alphabetical Tables of the whole Contents of the said Book.*

London, Printed by *T. S.* for *H. Twyford* in Vine-Court Middle-Temple, *N. Brook* at the *Angel* in *Cornhill*, and *J. Place* at *Furnivals*-Inn Gate, in *Holborn*, 1664.

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Rec. Mar. 1, 1899.

To the READER.

HOw much the well-penning and due executing of Common-Aſſurances, doth conduce to the happineſs and quiet of the People of this Nation, is not unknown to the Practiſers of the Law, and indeed to all Men: And becauſe the drawing of Settlements of Eſtates, Joyntures, Deeds of Purchaſe, and other Inſtruments, are oftentimes committed to Attornies, and Councellors Clerks, who (though very able) do oftentimes meet with difficult and unuſual kinds of Conveyances and Inſtruments. Great pains hath been taken, in the collecting of many chief Draughts of Conveyances, Aſsurances, and Inſtruments of all ſorts; ſome of which, going onely under the general Name or Title of Settlements, will requite his labour, that will ſeriouſly peruſe the ſame; they being fully fraught with all manner of Limitations of Uſes, Conditions, Powers, Proviſoes, and other extraordinary Clauſes, uſed in great Settlements; and indeed, are the moſt conſiderable and weighty Matters in the Book. I muſt acknowledge, you will find ſome Words miſtaken by the Printer; but the Pen of a Judicious and experienced Clerk will eaſily correct them. And you have here not onely a Second Edition of the Book, called, The Com-

To the Reader:

Compleat Clerk, *much corrected and reformed; but also many Instruments thereunto added to each Title, not in the former Impression:* *As also,* Bills, Pleas, Demurrers, *and Proceedings in* Chancery; *and* Captions *of Fines of all sorts, Warrants of Attorney, to appear for the* Tenants, *and Vouchers in Recoveries, and the Entries of Recoveries upon Records; with all Writs and Proceedings thereupon. As also, many Instruments used in the* Civil-Law, *and touching Ecclestastical Matters and Persons: So that all such as are imployed to draw* Conveyances *and* Instruments, *may herein be ready furnished, either with an apt President, or fit Matter for the doing thereof.*

J. H.

THE

THE COMPLEAT CLERK AND SCRIVENERS GVIDE.

BEING

Exact Draughts of all manner of Assurances, and Instruments now in Use; As they were penned, and perfected, by divers Eminent Judges, and Serjeants at Law; and learned Counceil, both Ancient and Modern.

A Grant of an Annuity, penned by Mr. Edmond Plowden.

THIS *Indenture* made the day of *D.* in the twentieth year of the Raign of our Soveraign Lady *Elizabeth*, by the Grace of God, *&c.* Between *J. I.* of *M.* in the County of *O.* Yeoman, and *W. I.* Son and Heir apparant of the said *J.* of the one part; And *R. D.* of *H.* in the said County of *O.* Yeoman, on the other part; witnesseth that the said *J. I.* and *W. I.* for, and in, consideration of the sum of threescore pounds of lawfull money of *England*, to them before the ensealing of these Presents by the said *R. D.* well and truly contented and paid, whereof, and wherewith, they acknowledged themselves satisfied, and thereof do by these Presents fully acquit, and discharge the said *R. D.* his Heirs, Executors, and Administrators, by these presents have given and granted, and by these presents for them, and their Heirs, do give and grant to the said *R. D.* one Annuity or yearly Rent of six pounds, of good and lawfull money of *England*, issuing, and going out of all those Messuages, Lands, Tenements, and Hereditaments, set, lying, and being in *M.* aforesaid; now or late in the Tenure and Occupation of the said *J. I.* or his Assignes, and out of all other Lands, Tenements, and Hereditaments whatsoever, of them the said *J.* and *W.* or either of them, in *M.* aforesaid, *C.* and *H.* in the said County of

O. To have and to hold, pertain and enjoy the ſaid Annuity or yearly Rent of ſix pounds, and every parcell thereof to the ſaid *R. D.* his Heirs and Aſſigns for ever: to the only uſe and behoof of the ſaid *R. D.* his Heirs and Aſſigns for ever: at the Feaſt of the Anunciation of the Virgin *M.* and the Nativity of Saint *John Baptiſt*, by eeven portions yearly to be paid: And if it happen, the ſaid yearly Rent of 6 pounds, or any part thereof, to be behind, and unpaid, after any of the ſaid Feaſts or dayes of payment, on which, as is aforeſaid, it ought to be paid: Then it ſhall be lawfull to the ſaid *R.* his Heirs and Aſſignes, into the ſaid Lands, Tenements, and Hereditaments, and other the Premiſſes, and into every part thereof, to enter and diſtrain; and the Diſtreſſes there found, to lead, drive, and carry away, impound, and detain, untill he, or they ſhall be of the ſaid Annuity or yearly Rent ſo being behind and the Arrearages thereof, if any be, fully ſatisfied, contented, and paid; Of which Annuity or yearly Rent of 6l. the ſaid *J.* and *W. I.* have put in peaceable Poſſeſſion and Seiſin, the ſaid *R. D.* by delivering unto him four pence of lawful Engliſh mony in the name of Seiſin, at the time of the delivery of theſe preſents: And the ſaid *J. I.* and *W. I.* for them, their Heirs, Executors, and Adminiſtrators, and for their Executors and Adminiſtrators, of either of them, do covenant, promiſe, and grant by theſe preſents, to, and with the ſaid *R. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, that they the ſaid *J.* and *W.* are, and be, or that one of them is, and ſtandeth ſeiſed of, and in the Meſſuages, Lands, Tenements, and Hereditaments in *M. C.* and *H.* aforeſaid, at the time of the delivery of theſe preſents, of the cleer yearly value of 20 pounds *per Annum* over and above all Charges and Repriſes, of a good perfect and lawfull Eſtate in Fee-ſimple, and that they have, or one of them hath, full power and lawfull authority to charge the ſame with the ſaid Aunuity or yearly Rent of ſix pounds, in manner aforeſaid, and that the ſame Lands and Tenements ſhall be at all times hereafter overt and ſubject to the Diſtreſſes of the ſaid *R. D.* his Heirs and Aſſigns, when they ſhall come to diſtrain for the ſaid Rent and every part thereof then behind. And that they the ſaid *J.* and *W.* their Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall, and will at all times hereafter, from time to time, keep, acquit, diſcharge, or ſave harmleſſe, the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and other the Premiſſes, and every part thereof; of, and from, all manner of former Bargain, Sale, Joynture, Dower, Statute, Leaſe, and all other Title, Charges, and Incumbrances whatſoever, in ſuch manner and ſort, that the ſaid *R. D.* his Heirs and Aſſigns for ever, and every of them ſhall, and may have and enjoy the ſaid Annuity or yearly Rent of 6l. and every parcell thereof, peaceably and quietly, without any lawfull lett, or interruption of any perſon whatſoever. And alſo that the ſaid *J.* and *W. I.* and their Heirs ſhall, and will, at all times hereafter, at the reaſonable requeſt of the ſaid *R. D.* his Heirs and Aſſigns make, do, and ſuffer, or cauſe to be made, don, and ſuffered, all and every ſuch further Act and Acts, thing and things, in the Law whatſoever

for

for the further assurance and sure making of the said Annuity or yearly Rent of six pounds to the said *R. D.* his Heirs and Assigns, as shall be reasonably devised by the said *R.* his Heirs or Assigns, or by his, or their, learned Counsell, at the costs and charges in the Law of the said *J.* and *W. I.* their Heirs or Assignes. *Provided* allwayes, and it is covenanted, granted, and agreed between the said parties, for them, their Heires, Executors, and Administrators, by these presents, that if the said *J. I.* and *W. I.* their Heirs, Executors, Administrators, or Assigns, or any of them shall well, and truly, content and pay, or cause to be well and truly contented and paid to the said *R. D.* his Heirs, Executors, Administrators, or Assigns, at, or in, the now dwelling house of the said *R. D.* in *H.* aforesaid, in, and upon the Eve of the Feast-day of the Anunciatino of the Virgin *M.* which shall be in the year of our Lord 1583. between the hours of one and three of the Clock in the afternnoon of the same day, the sum of forty pounds of good and lawfull mony of *England*, at one whole and entire payment; that then, and from thence forth, the said Annuity or yearly Rent of six pounds and every parcell thereof, shall cease, determine, and be extinguished for ever, and that then the said *R. D.* his Heirs and Assigns, shall deliver up to the said *J. I* and *W.* I. their Heirs or Assigns, so paying the said sum of 40. pounds; this present Deed, and all other Assurances concerning the same Annuity to be cancelled, and made void, any thing aforesaid, or other matter whatsoever to the contrary notwithstanding. *In witnesse &c.*

An Annuity with power of Revocation.

THis *Indenture* made *&c.* between *R. M.* of *S. &c.* of the one part, and *N. M.* one of the younger Sonnes of the said *R. M. &c.* of the other part, Witnesseth that the said *R. M.* as well by force, vertue, and power, and according to the Tenor and liberty of one *Proviso*, or Clause in that behalfe mentioned or specified, in one paire of Indentures, bearing date, *&c.* made betwixt the said *R. M.* of the one part, and *T. R.* of, *&c.* of the other part, as otherwise; hath given, granted, and confirmed, and by these presents doth, by the liberty and power aforesaid, give, grant, and confirm, unto the said *N. M.* and his Assigns, one annuall or yearly Rent of 10*l.* of good and lawfull money of *England*, to be issuing out of all and singular the Mannors, Lands, Tenements, and Hereditaments of the said *R. M.* scituate, lying, and being in *D.* or elsewhere, in the County of *C. To have and to hold* the said annuall or yearly rent of ten pounds unto the said *N. M.* and his Assigns, during his naturall life, the same to be paid at the two severall Feast-daies of the Annunciation of the blessed Virgin *Mary*, and Saint *Michael* the Arch-angel, by eeven and equall portions; The first payment thereof to begin at such of the said Feasts, as shall first happen next after the decease of the said *R. M.*

And if it ſhall happen the ſaid Annuity, or annuall rent of ten pounds, or any part thereof, to be behind, or unpaid in part, or in all, in which it ought to be paid as aforeſaid (being lawfully demanded) that then, and ſo often it ſhall and may be lawfull to and for the ſaid *N. M.* and his Aſſigns, into any Mannors, Lands, Tenements, and Hereditaments of the ſaid *R. M.* or into any part or parcell thereof, to enter and diſtrain for the ſaid Annuity, or annuall rent of ten pounds, or ſuch part thereof, as ſhall ſo happen to be behind, arrear, and unpaid, and the Diſtreſs or Diſtreſſes there found, to take, drive, chaſe, lead or carry away, and with him, or them to detain, hold, and keep, untill he the ſaid *N. M.* of the ſaid Annuity or annuall rent of ten pounds, with the Arearages thereof (if any ſuch be) ſhall be fully ſatisfied and paid. *Provided* nevertheleſſe and upon condition, that if the ſaid *R. M.* ſhall at any time during his naturall life pay or tender unto the ſaid *N. M.* or to any other perſon, or perſons the ſum of twelve pence, or more, of lawfull Engliſh mony, with intent and of purpoſe to revoke, make fruſtrate, or make void the ſaid Annuall Rent or the Grant thereof, that then and from thenceforth this preſent Deed, and all, and every the Gift, Grant, and Limitation of the Rent aforeſaid; And the ſaid annuall or yearly Rent, ſo by theſe preſents given, granted, or mentioned to be granted; ſhall ceaſe and be void, fruſtrate, and of no further force or effect in the Law, any thing in theſe preſents contained to the contrary, in any wiſe notwithſtanding. *In witneſs. &c.*

An Annuity by Deed Pol.

TO *all Chriſtian people* to whom theſe preſents ſhall come; *A. B.* of *C.* in the County of *S.* Eſquire, ſendeth greeting in our Lord and God everlaſting. Know yee that the ſaid *A. B.* for divers good cauſes and conſiderations him thereunto moving, hath given, granted, and confirmed, and by theſe preſents doth give, grant, and confirm unto *E. F.* of *G.* *&c.* one Annuity or annuall rent of five pounds, of lawfull mony of *England*, to be well and truly paid unto the ſaid *E. F.* and his Aſſigns, from and immediatly after the deceaſe of the ſaid *A. B.* out of all, and ſingular that, and thoſe the Meſſuages, Lands and Tenements, with their, and every of their ſeverall, and reſpective Appurtenances, ſcituate, lying, and being in *P.* late in the poſſeſſion of *L. M.* called, or known, by the name of *H.* Tenement, To have and to hold, receive, perceive, and take the ſaid Annuity, or annuall rent of 5*li.* by the year, to him the ſaid *E. F.* and his Aſſigns, immediatly after the deceaſe of the ſaid *A. B.* for, and during the tearm of ſixty years, if he the ſaid *E. F.* ſo long ſhall live. The ſame to be had, taken, received, and paid by, and to him the ſaid *E. F.* and his Aſſigns at the Feaſt-daies of Saint *Martin* the Biſhop in *Winter*, and *Pentecoſt*, by even and equall portions, the firſt payment thereof to begin and take commence-

ment

at ſuch of the ſaid Feaſts as ſhall firſt, and next happen, after the death and deceaſe of the ſaid *A. B.* with a clauſe of diſtreſſe, as in the laſt mentioned Grant.

A Rent-charge for Service done, and to be done, with a Proviſo of Revocation.

THis *Indenture &c.* between *A. B.* of *&c.* of the one part, and *C. D.* of the other part; *Witneſseth*, That the ſaid *A. B.* for and in conſideration of the good and faithfull Service by the ſaid *C. D.* already done, and hereafter to be done, to the ſaid *A. B.* hath given, granted, and confirmed, and by theſe preſents for himſelf, his Heirs, Executors, and Adminiſtrators, doth give, grant, and confirm unto the ſaid *C. D.* one Annuity or yearly rent of 5 *l.* to be iſſuing, payable, and going out of all and ſingular Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, ſcituate, lying, and being, within the Towns, Town-ſhips, Fields, Hamlets, and Territories of *L.* in the County of *S. To have, hold*, and yearly to receive, perceive, and take, the ſaid Annuity, or annuall rent of 5 *l.* yearly, to him the ſaid *C. D.* and his Heirs, Executors, Adminiſtrators, and Aſſigns, from, and immediatly after the making hereof for, and during the term of his naturall life, at the Feaſts of *&c.* with a clauſe of diſtreſs as before. Of which Annuity, or annuall rent, he the ſaid *A. B.* hath put the ſaid *C. D.* in full and peaceable poſſeſſion and Seiſin by the payment of 6*d.* of good and lawful money of *Eng.* for, and in the name of Seiſin, and as part of the ſaid Annuity or annuall Rent-charge of 5 *l.* afore by theſe preſents granted, as aforeſaid: And the ſaid *A. B.* doth covenant and grant, to, and with the ſaid *C. D.* that he the ſaid *A. B.* at the time of the ſealing, and delivery of theſe preſents, hath full power, good, and lawfull Eſtate and authority, to charge the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, with all and ſingular their Appurtenances afore mentioned, and every part, and parcell thereof with the payment of the ſaid Annuity or annuall rent of 5 *l.* in manner and form aforeſaid: And that the ſaid Meſſuages, Cottages, Mills, Lands, Tenements, and Hereditaments, and every part, and parcel thereof, now are, and ſo ſhall remain, and continue, and be, during the term of the naturall life of the ſaid *C. D.* as aforeſaid, overt, chargable, ſufficient, and lyable to, and for the Diſtreſs of the ſaid *C. D.* for the non-payment of the ſaid Annuity or annuall Rent-charge of the 5 *l.* and for the Arrearages thereof, if any ſhall fortune to be: And further that he the ſaid *A. B.* his Heirs and Aſſigns, and all, and every other perſon or perſons, which now are or hereafter ſhall be ſeiſed of the ſaid Meſſuages, Cottages *&c.* and of every, or any part or parcell thereof, ſhall and will at all, and every time, and times, during the natural life of the ſaid *C. D.* pay, or cauſe to be paid unto the ſaid *C. D.* the ſaid Annuity, or annuall rent of 5 *l.* at the times before in theſe preſents limited, according to the tenor, true intent, and meaning thereof.

Provided alwayes and nevertheleſſe upon condition, that if he

the ſaid *C. D.* ſhall, or do at any time, or times hereafter, during the tearm of the naturall life of the ſaid *A. B.* refuſe or deny to ſerve the ſaid *A. B.* in ſuch a convenient, honeſt, and reaſonable Service, or otherwiſe at any time during the life of the ſaid *A. B.* ſhall leave or depart out of the Service of the ſaid *A. B.* without the conſent of the ſaid *A. B.* under the hand and Seal of the ſaid *A. B.* firſt had and obtained: That then, and immediatly after ſuch refuſall, denyall, leaving, or departure of the ſaid *A. B.* as well this preſent Deed, as alſo all, and every clauſe, matter, or thing therein contained, ſhall be utterly void, fruſtrate, and of none effect in the Law, and alſo that then, and from thenceforth, the ſaid Annuity or annual Rentcharge of five pounds, ſhall ceaſe and determine, and be no longer payable in any wiſe; any thing before in theſe preſents contained to the contrary, notwithſtanding.

A Grant of an Annuity, to a man and his Wife during their lives, iſſuing out of Lands paſſed by way of a Fine and Recovery.

THis Indenture, &c. *Between Sir* W. H. *of St.* J. *in the County of* M. *Knight, on the one part, and* T. A. *Citizen and Haberdaſher of* L. *and* A. *his wife of the other part, witneſseth that the ſaid Sir* W. H. *for, and in conſideration of the ſum of* &c. *whereof* &c. *hath given and granted, and by theſe preſents doth give and grant for Him, his Heirs, Executors, and Adminiſtrators, unto the ſaid* T. A. *and* A. *his wife, one Annuity of a hundred pounds, of* &c. *by the year, by the ſaid Sir* W. H. *his Heirs, Executors, Adminiſtrators, or Aſſigns, from henceforth yearly to be paid to the ſaid* T. *and* A. *and their Aſſigns, by, and during the term of the naturall lives of the ſaid* T. *and* A. *and the life of the longeſt liver of them, at, or in the Manſion houſe of the ſaid* T. *ſcituate* &c. *At two equall payments in every year, in manner and form following, that is to ſay, on the four and twentieth of* December, *or on the fortieth day next after the ſame twenty fourth of* December, *the ſum of fifty pounds of* &c. *and on the the twenty fourth of* June, *or on the fortieth day* &c. *the like ſum of fifty pounds of* &c. *The firſt payment thereof to begin and to be made on the twenty fourth of* December *next* &c. *or on the fortieth day,* &c. *And ſo from thenceforth the ſaid Annuity to have continuance, and to be yearly paid to the ſaid* T. *and* A. *and their Aſſignes, upon the ſaid daies, and within the ſaid times, and at the ſaid place, during the naturall lives of the ſaid* T. *and* A. *and the life of the longeſt liver of them: And the ſaid Sir* W. H. *doth covenant to, and with, the ſaid* T. *and* A. &c. *That if, and as often as it ſhall happen the ſaid Annuity of a hundred pounds or any part or parcell thereof to be behind and unpaid, on, or after, the ſaid twenty fourth of* December, *or twenty fourth of* June, *or on or after, either of them, that then, and ſo often as that ſhall happen, during the naturall lives of the ſaid* T. *and* A. *the ſaid Sir* W. *his Heirs, Executors, or Adminiſtrators, ſhall forfeit and loſe to the ſaid* T. *and* A. *and their Aſſignes, the ſum of twenty Marks of* &c. *in the name of a Pain; and thereof ſhall make full and true payment, to*

the

the ſaid T. *and* A, *or their Aſſignes, with that part of the ſaid Annuity of* &c. *whereof default ſhall be made as aforeſaid: And for the conſideration aforeſaid, and for a good and certain ſurety and aſſurance to be had and made to the ſaid* T. *and* A. *of, and for, the ſaid Annuity of* &c. *to them the ſaid* T. *and* A. *well and truly to be paid every year, during the naturall lives of the ſaid* T. *and* A. *and the life of the longeſt liver of them, according to the effect and true meaning of theſe preſents: The ſaid Sir* W. H. *for Him, his Heires, and Aſſignes, doth covenant* &c. *to, and with, the ſaid* T. A. *his Heirs and Aſſignes, by theſe preſents, that he the ſaid Sir* W. H. *before the tenth day of* June *next enſuing* &c. *by fine or fines, to be levied, with Proclamations, before the Juſtice of the Kings Majeſties Court of Common Pleas at* Weſtminſter, *according to the order and courſe of the Laws and Statutes of this Realm, between the ſaid* T. A. *and the ſaid* A. *his wife, Plaintiffs; and the ſaid Sir* W. H. *Defortiant, ſhall and will recogniſe and acknowledg all that Meſſuage or Tenement, now in the occupation of the ſaid Sir* W. H. *or his Farmers, or Tenants; and all Barns* &c. *thereunto belonging, or occupied, demiſed, or leaſed to, or with the ſame: And all thoſe Lands* &c. *and all and ſingular other the Meſſuages* &c. *of the ſaid Sir* W. *in the Towns, and Fields, Pariſhes, and Hamlets, of* &c. *in the County of* M. *by ſuch convenient name, or names, as are, or ſhall be, deviſed to be the Right of the ſaid* T. A. *as thoſe which the ſaid* T. A. *and* A. *ſhall have of the gift of the ſaid Sir* W. H. *and the ſame by the ſaid Fine ſhall remiſe, and quit-claim from him the ſaid Sir* W. *and his Heirs to the ſaid* T. *and* A. *and the Heirs of the ſaid* T. *for ever: And further, the ſaid Sir* W. H. *ſhall, by the ſame Fine, grant for him and his Heires, that he ſhall warrant the Premiſſes with the Appurtenances to the ſaid* T. *and* A. *and to the Heirs of the ſaid* T. *againſt him the ſaid Sir* W. *and his Heirs, for ever; Which ſaid Fine and Fines, and all, and every other Fines to be levied by the ſaid* W. *to the ſaid* T. *and* A. *and the Heirs of the ſaid* T. *or in any other manner of the ſaid Premiſſes with the Appurtenances, or of any part, or parcell thereof before the ſaid tenth of* June *next* &c. *by the name, or names aforeſaid, or by any other name or names whatſoever, ſhall be to the uſe and behoof of the ſaid* T. A. *and* A. *his wife, and of the Heirs of the ſaid* T. A *and* A. *by* R. S. *and* R. H. *And the ſaid* T. A. *for himſelf, and for the ſaid* A. *his wife, and for the Heirs and Aſſigns of him the ſaid* T. *covenanteth with the ſaid Sir* W. H. *his Heirs and Aſſignes by theſe preſents: that after the ſaid Fine, or Fines, had and levied as aforeſaid, he the ſaid* T. *and the ſaid* A. *his wife, ſhall, and will ſuffer the ſaid* R. S. *and* R. H. *to ſue and proſecute one Writ of* Entry Sur diſſeiſin in le poſt, *before the ſaid Juſtices of his Majeſties ſaid Court of Common Pleas at* Weſtminſter, *againſt the ſaid* T. A. *and* A. *his wife, of all and ſingular the ſaid Lands and Tenements, Rents, Reverſions, and all, and ſingular other the Premiſſes with the Appurtenances by ſuch convenient names and quantities, as by the ſaid Sir* W. *his Heirs, Executors, or Adminiſtrators, or by his or their Councell learned, ſhall be reaſonably deviſed or adviſed; in, and by which Writ of* Entry Sur diſſeiſin le poſt, *ſo to be brought, the ſaid* T. A. *and* A. *his wife, ſhall appear and vouch to Warranty the ſaid Sir* W. H. *who ſhall appear and enter into Warranty, and vouch to warranty the common Voucher, who after his entry into the Warranty and Imparlance being had, ſhal make default, to the end one common Recovery may be had and proſecuted in all things according to the uſuall order, and form of common*

Recoveries for Aſſurances of Lands Tenements, and Hereditaments, in ſuch caſes uſed and accuſtomed; And that the ſame Recovery ſhall in due form of Law be executed accordingly. And it is witneſſed, declared, covenanted, condeſcended, and fully agreed by, and between the ſaid parties, to theſe preſents, that the ſaid Recovery ſo to be had, and proſecuted, and all other Recoveries of the Premiſſes, or of any part, or parcell thereof, between the ſaid parties, or any of them, before the ſaid 10th. *of* J. *next* &c. *and the full execution of them, and every of them. And alſo the ſaid Fine, and Fines, after the ſaid Recovery ſo had, or ſuffered; And alſo all and ſingular other Fines, and Recoveries whatſoever, heretofore had, levyed, acknowledged, or ſuffered, or to be had* &c. *of the ſaid Premiſſes, or of any part thereof, by what name, or names, ſoever, ſhall be, and ſhall be adjudged, and taken to be, to the uſes, and intents, and purpoſes hereafter in theſe Preſents mentioned, limited and expreſſed, and to none other uſe, purpoſe, or intent. That is to ſay, unto the uſe, and behoof of the ſaid Sir* W. H. *and of his Heirs and Aſſigns, untill defaults ſhall be made in payment of the ſaid Annuity of* &c. *before, by theſe preſents granted as aforeſaid, or of any part thereof contrary to the true meaning of theſe preſents: And from, and immediatly after ſuch default in payment had, and made, as aforeſaid; Then the ſaid Fines, Recoveries, and other the Aſſurances aforeſaid, ſhall be, and ſhall be adjudged, and taken, to be to the only and proper uſe, and behoof of the ſaid* T. *and* A. *and of the Heirs and Aſſigns of the ſaid* T. *for ever, and to none other uſe, purpoſe, or intent, any thing before in theſe preſents contained, or any other matter, or thing whatſoever, to the contrary hereof in any wiſe notwithſtanding. And the ſaid Sir* W. *for him, his Heirs, and Aſſigns, covenanteth with the ſaid* T. *and* A. &c. *in form* &c. viz. *That all, and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all and ſingular, other the Premiſſes, with all, and ſingular their Appurtenances, from, and after any default of payment hapning, contrary to the tenor and effect of theſe preſents, of, or in the ſaid Annuity, or any part, or parcell thereof, ſhall be, and remain unto the ſaid* T. *and* A. *and to the Heirs and Aſſigns of the ſaid* T. *for ever cleer and free, diſcharged, and exonerated, and acquited, or otherwiſe by the ſaid Sir* W. *his Heirs, Executors, or Adminiſtrators, from time to time, and at all times, ſufficiently ſaved harmleſſe, and from all and ſingular Farms, Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Bonds, Deeds, Titles, Fine, and Fines for alienation, by theſe preſents, Joyntures, Dowers, Titles of Dower, Amerciaments, Arrearages of Rents, and all other Incumbrances whatſoever: (The chief Rents, and Services to be due and payable to the chief Lord, or Lords, of the Fee, or Fees of the Premiſſes, in reſpect of their Signiories only; and all Leaſes made of the Premiſſes, or of any part, or parcell thereof for term of three lives, or* 21 *years, whereupon the old and accuſtomed Rents, or more, are reſerved, and ſhall be yearly payable, after ſuch default made to the ſaid* T. *and* A. *and the Heirs of the ſaid* T. *alwaies exempted and fore-priſed.) And further the ſaid Sir* W. H. *covenanteth* &c. *that if it ſhall fortune, default to be made contrary to the tenor, purpoſe, form, and effect of theſe preſents, of, or in payment of the ſaid Annuity* &c. *that then, and at the time of ſuch default made, and from thenceforth for ever the ſaid Premiſſes ſhall be or lawfully may be, and continue to the ſaid* T. *and* A, *and to the Heirs of the ſaid* T. *for ever, of the full and cleer yearly value of* &c. *over and above all Charges and Repriſes: And that the ſame be now ſo holden and farmed. And further that then, and for ever after the time*

of

of any ſuch default ſo happning, in payment of the ſaid Annuity, the ſaid T. *and* A. *and the Heirs of the ſaid* T. *for ever, ſhall, or may lawfully and quietly have, hold, and enjoy, all, and ſingular the ſaid Mannors &c. And then alſo, and from thenceforth ſhall, or may lawfully and quietly have, take, perceive, receive, and enjoy all, and ſingular the Rents, Revenues, Iſſues, and profits thereof, and of every part thereof, to the only uſe of the ſaid* T. *and* A. *and of the Heirs of the ſaid* T. *for ever without let, moleſtation, Action, Suit, Entry, diſturbance, or interruption of the ſaid Sir* W. *his Heirs Executors or Aſſigns, or any of them, And without any lawfull Action &c. of any other perſon or perſons whatſoever, except before excepted.*

And alſo he ſaid Sir W. *covenanteth &c, that he the ſaid Sir* W. *his Heirs, or Aſſings, within 6 months next, after any default made, contrary to the form and effect of theſe Preſents, of, or in, any payment of the ſaid Annuity, or of any part thereof, ſhall, and will well and ſafely deliver, or cauſe to be delivered to the ſaid* T. *and* A. *their Heirs and Aſſigns, or ſome of them, at the now Manſion houſe &c. all and ſingular ſuch* Deeds, *Charters, Evidences, Books of Survey, Teriers, Writings, and Minuments, concerning the Premiſſes only, or only any part or parcel thereof, or which the ſaid Sir* W. *now hath, or which he his Heirs then ſhall have, without Suit in the Law may then get, or come by together with true Copies of all other Writings &c. which do concern the Premiſſes, or any part thereof, joyntly with any other Lands, Tenements, or Hereditaments.*

Provided *alwayes, that if the ſaid Sir* W. *his Heirs, Executors, or Adminiſtrators, ſhall happen not to make true payment, according to the tenor and true meaning above in theſe preſents declared, of the ſaid Annuity &c. and of all ſums of money to be forfeited* Nomine pœnæ *as aforeſaid, and of every part and parcell of them, but ſhall fail and make default in payment of the ſame, or any part thereof, contrary to the form and effect of theſe preſents: So that the ſaid* T. *and* A. *or the Survivor of them, or their Heirs, or Aſſigns, or the Heirs and Aſſigns of either of them, by reaſon of the ſame default, then ſhall, or may lawfully from thenceforth poſſeſſe, enjoy, receive, and take, all and ſingular the Rents, Revenues, Iſſues and Profits of all and ſingular the Premiſſes, with all and ſingular the Appurtenances, according to the intent and true meaning above in theſe preſents ſpecified and declared; That then the ſaid Annuity above granted to the ſaid* T. *and* A. *and the longer liver of them, ſhall ceaſe, determine, and be no longer paid.*

And moreover *the ſaid Sir* W. *Covenanteth &c. that he the ſaid Sir* W. *his Heirs and Aſſigns, and Dame* N. *now wife of the ſaid Sir* W. *and all and every other perſon, or perſons (other then ſuch Leſſees as ſhall lawfully claim, for, and by reaſon of their Leaſes and Eſtates to be excepted) which have, or ſhall or may lawfully claim to have any Eſtate, Right, Title, or Intereſt, of, in, or to, the ſaid premiſſes with their Appurtenances, or any part thereof, ſhall, and will not onely at all times, during 5 years next enſuing the date thereof, upon reaſonable requeſt, make, do, knowledge, and ſuffer, and cauſe &c. all and every ſuch act, and acts, thing, and things, as by the ſaid* T. *and* A. *or either of them, or the Heirs or Aſſigns of the ſaid* T. *or by their, or any of their Councell learned in the Law, ſhall be lawfully demiſed, or adviſed for the further aſſurance, ſurety, conveyance, and ſure making of all, and ſingular the ſaid Mannors &c. to be had, conveyed, and made ſure to the ſaid* T. *and* A. *and to the Heirs Executors Adminiſtrators and Aſſigns of the ſaid* T. *to the only uſe of the ſaid* T. *and* A. *and of the*

Heirs

Heirs and Assigns of the said T. *for ever, according to the true meaning of these presents, and upon the conditions therein contained, and not otherwise: But also at all times during seven years next after any default made, contrary to the tenor and true meaning of these presents, of, or in, payment of the said Annuity, shall, and will, at and upon the reasonable request, and at the costs and charges in the Law of the said* T. *and* A. *or one of them* &c. *make, do, acknowledge* &c. *all and every such lawfull and reasonable act,* &c. *as the said* T. &c. *shall devise* &c. *for the further assurance of all and singular the said Mannors,* &c. *to be had, conveyed, and made sure to the said* T. *and* A. *and to the Heirs and Assigns of the said* T. *for the onely use and behoof of the said* T. *and* A. *and of the Heirs and Assigns of the said* T. *for ever, without any manner of Condition or Defeasance whatsoever: And also that he the said Sir* W. *his Heirs, or Assigns within one year next ensuing the date hereof, shall, and will deliver or cause to be delivered to the said* T. A. *or the Survivors of them, or to the Heirs or Assigns of the said* T. *and* A. *at the now Mansion* &c. *one Book of a plain and perfect Survey of all the said Messuages, Lands, Tenements, Rents, Services, and Hereditaments, and of all and other the Premisses with their Appurtenances, containing, and expressing the names of the Tenants and Occupiers of the Land, and their Estates, and the yearly Rents, plainly and legibly written. And the said* T. A. *for himselfe and the said* A. *his Wife, covenanteth* &c. *that they the said* T. *and* A. *or their Assigns; or the Survivor of them, or his, or her Assignes, upon the receit of every payment of the said Annuity, or sums forfeited* Nomine pœnæ, *to them, or any of them hereafter to be made according to the tenor and true meaning of these presents, shall and will upon request therefore to be made, deliver a Writing under their hands, or under the hands of the Survivor of them, plainly testifying and reporting the same receipt and payment, from time to time, so often as the said* T. *and* A. *or their Assigns or the Survivors of them, or his, or her Assigns shall receive any such payment.* In witness &c.

A Grant of an Annuity by a Lease to his Lord, issuing out of a Tenement to him demised, with Clause of Distresse, and Covenant that the House shall stand overt, and lyable to Distress.

TO all, to whom this present Writing shall come, *G. P.* of *S.* in the County of *E.* Esquire, sendeth greeting; Whereas *E. H.* Citizen and Skinner of *L.* by his Indenture of Lease, dated the sixth of *February*, &c. hath granted demised, and letten to Farm to me the said *G.* all that Messuage *&c.* and all Shops *&c.* scituate in *B. &c.* To hold from the Feast of the Annunciation *&c.* now next coming, by and during the term of one and twenty years, from thence *&c.* As by the said Indenture *&c.* which Indenture of Lease was sealed and delivered by the said *E. H.* unto the said *G. P.* before the ensealing and delivery of these presents by the said *G.* And the said *G.* by virtue of the same Indenture, was possessed of the said Messuage, or Tenement.

Know yee, that I the said *G.* for very good and special causes and considerations,

rations, him moving, hath given and granted, and by theſe Preſents, for him, his Executors, Adminiſtrators, and Aſſignes, doth give and grant unto the ſaid Annuity, or annuall rent of thirty pounds of *&c.* to be iſſuing and levying out of, and upon, the ſaid Meſſuage, or Tenement, and other the premiſſes with their Appurtenances; To have, take, perceive, and receive the ſaid Annuity, or annuall Rent, of *&c.* to the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, yearly, for, and during all the ſaid tearm of one and twenty years, or for ſo long time as the ſaid *G. P.* his Executors, Adminiſtrators, or Aſſigns ſhall, or may occupy, and enjoy the ſaid Meſſuage or Tenement, by virtue of the ſaid Indenture of Leaſe, at the Feaſts of Saint *Michael &c.* and the Annunciation *&c.* or within the ſpace of eight and twenty daies, next after every of the ſame Feaſt-daies, yearly to be paid by equall portions during the ſaid tearm; The firſt payment thereof to begin at the Feaſt of Saint *Michael &c.* now next coming: And if it ſhall, the ſaid Annuity, or annuall Rent of thirty pounds, or any part thereof, to be behind and unpaid, by the ſpace of eight and twenty daies after any of the ſaid Feaſt-daies wherein the ſame ought to be paid as aforeſaid, it being firſt lawfully demanded at the ſaid Meſſuage, or Tenement, that then it ſhall be lawfull to, and for, the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, into the ſaid Meſſuage, or Tenement with the Appurtenances, to enter and diſtrain; And all and every the Diſtreſs, and Diſtreſſes there found, lawfully to bear, drive, and carry away, and with them to hold and keep, untill the ſaid Annuity, and yearly rent, and all Arrearages thereof, And of all their coſts and damages in that behalf ſuſtained, they be fully paid and ſatisfied: And the ſaid *G. P.* covenanteth *&c.* That the ſaid Meſſuage and Tenement with the Appurtenances, for any act, or thing, to bedone, cauſed, procured, or agreed unto by the ſaid *G.* his Executors, Adminiſtrators, or Aſſigns, or by any other perſon, or perſons, by his, or their means, title, or procurement, ſhall be lyable *overt* and *ſubject* to all and every Diſtreſs and Diſtreſſes of the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, from time to time, as often as any occaſion thereof ſhall be given, during the ſaid tearm of one and twenty years. *In witneſſe &c.*

A Grant of an Annuity to a Woman for her life, after the deceaſe of her Husband, with a Clauſe to enter and datein.

TO all perſons, to whom this preſent Writing ſhall come; *C. B.* of *S.* in the County of *B.* ſendeth greeting. Know yee, that I the ſaid *C. B.* for and in conſideration of fifty pounds to me paid by *W. D.* Dean of *Windſor*, in marriage with *R. D.* Daughter of the ſaid *W. D.* and *R. B.* Son and Heir of me; theſe *C. B.* have given and granted, and by this my preſent Writing, do confirm to the ſaid *W. D.* and to *H. D.* and *W. D.* and their Aſſigns, one Annuity or annual rent of 20*li.* of lawfull mony of *England*, to be iſſuing out of the Mannor, or Capital Meſſuage, called *W.* in the county of *M. &c.*

To

To have and perceive the ſaid Annuity or yearly rent aforeſaid, to the ſaid *W. D. H. D.* and *R. D. &c.* and their Aſſigns, for the tearm of the life of the ſaid *R.* to the uſe of the ſaid *R.* for the term of her life; Payable yearly at the Feaſts of Saint *M.* and the Annunciation of the bleſſed Virgin *M.* by equall portions, the firſt term of the payment thereof to begin at that Feaſt, of the Feaſts aforeſaid, as ſhall next happen after the death of the ſaid *R. B.* Husband of the ſaid *R.* and not before.

And, if it ſhall happen the ſaid Annuity, or yearly rent, to be behind or unpaid, in part, or in all, by the ſpace of eight and twenty daies next after any Feaſt] of the Feaſts aforeſaid, in which as aforeſaid, the ſame ought to be paid; That then and from thenceforth it ſhall be lawfull for the ſaid *W. D. H. D.* and *R. D.* or any of them, or their Aſſigns, or the Aſſigns of any of them, into the ſaid Mannor, or Capitall Meſſuage *&c.* to enter, and the ſame to hold and poſſeſſe, and the rents of the ſame, with all Rents, and Profits, and Commodities to the ſame Mannor *&c* belonging or appertaining, to the uſe and behoof aforeſaid, to take and enjoy, untill of the Annuity, or annuall rent aforeſaid, together with the Arrearages of the ſame (if any be) to them, to the uſe of the ſaid *R.* ſhall be fully ſatisfied and paid. *In witneſſe. &c.*

A Grant of an Annuity, or Rent-charge of fifty Marks, and of a hundred Shillings, Nomine pænæ.

A good Preſident paſſed by the Kings Serjeant at Law, in the Remainders over for want of Iſſue,

TO all perſons to whom this preſent writing Tripartite indented ſhall come, *R. P.* and *I. C.* and *H. S.* ſend greeting: Whereas we the ſaid *R. P. I. C.* and *H. S.* are ſeiſed in our Demeſne as of Fee, of the Mannor of *S.* with the Appurtenances *&c. Know ye*, that we by theſe preſents do grant to *W. M.* a certain annuall rent of 50 Marks, to be taken and paid out of, and in theſe Mannors, Lands, and Tenements, with the Appurtenances, to the ſaid *W. M.* and the Heirs of his body coming at the Terms of Saint *M.* and *E.* yearly by equall portions. *And* we do moreover grant unto the ſaid *W. M.* and the Heirs of his body iſſuing, the rent of a 100 ſh. (*Nomine pœnæ*) to be iſſuing out of the Mannors aforeſaid, to have, and take to them, ſo often as it ſhall happen, the ſaid Annuall rents of 50 Marks, to be behind and unpaid, in part, or in all, to the ſaid *W. M.* or his Heirs aforeſaid, by the ſpace of 4 Months, next after any tearm of payment of the ſame 50 Marks, above limited; And that it ſhall be lawfull to the ſaid *W. M.* and his Heirs aforeſaid, as well for the ſame rent of 50 Marks (if it ſhall happen to be behind and unpaid, in part, or in all, by the ſpace of 4 months, next after any term of payment thereof) to diſtrain in the ſaid Mannor of *S.* and theſe Lands and Tenements aforeſaid, with the Appurtenances, and the Diſtreſſes there taken, to drive, carry away, and detain, untill to the ſaid *W. M.* and his Heirs aforeſaid, the ſaid Rent of 50 Marks, and the ſaid Rent of a 100 ſh.

granted

granted (*Nomine pœnæ*) be fully contented and paid. And if it ſhall happen that the ſaid *W. M.* ſhall dye without Heirs of his body, Then we will and grant, that the ſaid annuall rent of fifty marks ſhall remain to *F. M.* and the Heirs of his body coming; And that the ſaid *F. M.* and his Heirs aforeſaid, ſhall for ever after have the ſaid yearly rent, to be paid and taken yearly at the tearms aforeſaid, by equall portions, of, and in Mannor aforeſaid, and other the Premiſſes with the Appurtenances. And we do further grant to the ſaid *F. M.* and his Heirs aforeſaid, the ſaid rent of a hundred ſhillings *Nomine pœnæ*, out of the Mannor afore iſſuing, to be taken and had as often as it ſhall happen the ſaid rent of fifty marks, to the ſaid *F.* and his Heirs aforeſaid, in form aforeſaid granted, to be behind in part, or in all, by the ſpace of four months after any term of payment thereof, and that it ſhall be lawfull *&c.*

Provided alwayes, that ten marks of the ſaid fifty marks, in form aforeſaid granted, ſhall not be paid, nor any diſtreſs for the ſame ten marks ſhall be at any time taken, or levied, during the life of *R. Q.*

Provided alſo, that the perſons of us the ſaid *R. P. I. C.* and *H. S.* nor the perſons of any of us, or our Heirs, ſhall not be charged, or chargeable with this preſent Grant, but the ſame ſhall onely extend to, and charge the ſaid Mannors, Lands, and Premiſſes, with the Appurtenances. *In witneſſe &c.*

An Annuity for tearm of years, iſſuing out of Land, with liberty to diſſel the diſtreſſes.

THis Indenture &c. 9. *July Ann.* 24. *Eliz.* Between *H. D.* of *S.* in the County of *S.* Eſquire, on the one party, and Sir *L. D.* Citizen and Alderman of *L.* on the other party, Witneſſeth that the ſaid *H. D.* in full ſatisfaction of all Debts, Duties, and Demands, which *C. D.* of *L.* Gentleman, deceaſed, Uncle of the ſaid *H. D.* did at the time of his deceaſe owe unto the ſaid Sir *L. D.* h th for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, given, granted and confirmed, and by theſe preſents, for him his Heirs, Executors, Adminiſtrators, and Aſſignes, and for every of them, doth give, grant, and confirm unto the ſaid Sir *L. D.* Knight, his Executors and Aſſigns; one Annuity, or yearly Rent of ten pound; of *&c.* yearly to be iſſuing, and going out of all that park or grounds, called or known by the name of *W.* in the Pariſh of *M. alias N.* in the County of *S* and out of all whatſoever Lands, Mills, Tenements, Woods, Underwoods, and Hereditaments whatſoever; lying and being in *I. W.* aforeſaid, as out of all and ſingular other the Lands, Tenements, and Hereditaments of that ſaid *H. D.* within the ſaid County of *S.* To have, hold, perceive, levy, receive, take, and enjoy the ſaid Annuity, or yearly rent of *&c.* unto the ſaid Sir *L. D.* his Executors, Adminiſtrators, and Aſſignes, from the twentieth of *M.* which ſhall be *&c.* 1590. for, and during the tearm of ten

years

years then next enſuing, to be compleat and ended, payable, during the ſaid tearm of 10 years, at the uſuall place of tender, receipt, and payment of mony, commonly called the *Counting-houſe*, ſet and being on the Weſt part of the Royall *Exchange* in *L.* without fraud or guile, on the firſt day of *M.* and *&c.* The firſt payment of the ſaid Annuity, or yearly rent, to begin on the firſt day of *M.* which ſhall be *&c.* 1591. And the ſaid *H. D.* for him *&c.* covenanteth *&c.* in form, *&c.* that he the ſaid *H. D.* his Heirs, Executors, or Aſſigns, *&c.* ſhall and will yearly, during the ſaid tearm of 10 years, upon the firſt day of *M.* well and truly, pay or cauſe *&c.* unto the ſaid Sir *L. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, at the *Counting-houſe* aforeſaid, the yearly Rent or Annuity of 10 pounds; And that if it ſhall happen, the ſaid annuity or yearly rent of *&c.* to be behind and unpaid, in part, or in all, at any of the daies or times above limited; That then, and ſo often the ſaid *H. D.* his Heirs and Aſſigns, and every of them ſhall and will forfeit and pay unto the ſaid Sir *H. D.* his Executors or Aſſigns, for every ſuch default in payment, the ſum of 5*l.* of *&c.* in the name of a pain or penalty: And that then and at all times after, and from time to time, ſo often and when, as any default of payment of the ſaid annuity, or yearly rent, or of any part thereof, ſhall happen, during the ſaid tearm of 21. years, to be made, contrary to the limitation aforeſaid; it ſhall, and may be lawfull unto, and for the ſaid Sir *L. D.* his Executors, Adminiſtrators and Aſſigns, and to every of them, as well for the ſaid ſum of 10. pounds, ſo to be due and unpaid; As for the ſaid 5*l.* to be as above forfeited and loſt (*Nomine pœnæ*) into the ſaid Park called *I W.* and all and ſingular other the ſaid Lands, Tenements, and Hereditaments and all other the Premiſſes, into any part or parcell thereof to enter and diſtrain: And the Diſtreſſe or Diſtreſſes then, and there ſo had and taken, and from thence lawfully to beir, lead, drive and carry away without any manner of Reſcous, or Suit of Replevin, by the ſaid *H. D.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or by any other perſon or perſons, for them, or any of them: And that the ſaid Sir *L.* his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall, and may, detain, retain, and keep the ſame Diſtreſs, or Diſtreſſes irrepledgeably, untill the ſaid Sir *L.* his Executors, Adminiſtrators or Aſſigns, be, as well of the ſaid yearly rent of *&c.* which ſhall be due, and as aforeſaid unpaid, as of the ſaid 5*l.* to be as aforeſaid forfeited (*Nomine pœnæ*) and of every part or parcell thereof, and alſo of the reaſonable coſts and expences which ſhall be by reaſon of the non-payment thereof ſuſtained, fully ſatisfied, contented, and paid: And if it ſhall happen that the ſaid yearly Rent of *&c.* and the ſaid 5*l.* aforeſaid to be forfeited (*Nomine pœnæ*) for which the ſaid Diſtreſſe, or Diſtreſſes ſhall be, as aforeſaid, had and taken, ſhall be behind and unpaid, at the place aforelimited, for the payment thereof by the ſpace of 5 daies; on, or after any ſuch Diſtreſs, or Diſtreſſes, ſhall be taken as aforeſaid, by the ſaid Sir *L. D.* his Executors or Aſſigns, for the ſaid ſums, or for any part thereof: That then and ſo often it ſhall be lawfull to, and for, the ſaid Sir *L.* his Executors, Adminiſtrators,

miniſtrators, and Aſſignes, and every of them, to cauſe the ſame Diſtreſſe, or Diſtreſſes, to be valued and priſed, and according to the ſaid priſement to his, or their own uſe, to retain; or otherwiſe to ſell the ſame at the will and pleaſure of the ſaid Sir *L.* his Executors Adminiſtrators and Aſſigns for the ſatisfaction of and payment, as well of the ſaid Annuity of *&c.* as of the ſaid 5*l.* (*Nomine pœnæ*) and alſo of the ſaid coſts and expences: and the ſaid H. *D.* hath put the ſaid Sir *L. D.* in poſſeſſion and Seiſin of the ſaid Annuity by the delivery and payment to the ſaid Sir *L.* at the enſealing and delivery hereof of 4*d.* of *&c.* And moreover the ſaid *H. D.* for him *&c.* covenanteth *&c.* in form *&c.* that the ſaid Park, Tenements, and Hereditaments, out of which the aforeſaid Annuity of *&c.* is limited to be iſſuing and every part and parcell thereof, ſhall be from, and after the ſaid 20th. of *M. Ann.* 1590. for, and during the ſaid term of one and twenty years, from time to time, and at all times, during the ſaid term of one and twenty years, when, and as often, as the ſaid Annuity of *&c.* And the 5 pounds to be forfeited *Nomine pœnæ*, if any part thereof ſhall happen to be behind and unpaid, at the place appointed for the payment thereof, contrary to the limitation aforeſaid, ſhall be, lyable, overt, and ſubject to the Diſtreſſe, and Diſtreſſes, of the ſaid *L. D.* his Heirs Executors, Adminiſtrators, Aſſigns, and as aforeſaid: And that the ſaid Sir *L. D.* his Executors and Aſſigns, and every of them ſhall, and may, from, and after the ſaid 20th day *&c.* for, and during the ſaid taetm of 21 years, to the true meaning of theſe preſents, have receive, and take the ſaid Annuity of *&c.* without any let, deniall, interuption, or contradiction of the ſaid *H.* his Heirs or Aſſigns, or any of them, or of any other perſon, or perſons, by his, or their means, right, title, or procurement: And that he the ſaid *H.* at the time of the enſealing and delivery of theſe preſents, is ſeiſed in his Demeſne of Fee, to his, and their own uſe of ſuch good Eſtate in Fee-ſimple, of, and in three parts, in four parts to be divided, of all the ſaid Park, and Grounds, called and known by the name of *I. W.* as was granted to him and his Heirs, by the Queens Majeſtie, under Letters Patents, dated at *W.* and of, and in the fourth part thereof, of ſuch good and lawfull Eſtate as was to him granted and aſſigned by *T. B.* And that he the ſaid *H.* His Heirs, Executors, or Adminiſtrators, ſhall well and truly pay *&c.* unto our ſaid Soveraign Lady the Queens Majeſty, his Heirs, and Succeſſors, the hundred pound mentioned in the ſaid Letters Patents, according to the limitation and true meaning of the ſame. *In witneſs. &c.*

An Annuity granted out of a Leaſe with good Covenants.

TO *all &c. M. H.* of *H*, in the County of *M.* Widow, late Wife and Executrix of the laſt Will and Teſtament of *R. H.* Eſquire deceaſed, ſendeth greeting in our Lord God everlaſting: Whereas *I. A.* Clerk, Parſon of *H.* in the County of *M.* by his Indenture of Leaſe, bearing date the 4th. of *F*, *Anno Regni Regina Eliz.* xiij. hath demiſed, granted, and to Farm-letten unto *W. A.* of *D.* in the ſaid County, Eſquire, all that the Rectory, or Parſonage of *H.* with all manner of Houſes, Edifices, Barns, Stables, Orchards, Gardens, Glebe-Lands, Tithes, Penſions, Portions, Fruits, Offerings, Oblations, Obventions, and other Rights, Profits, Commodities, Emoluments, and Advantages whatſoever, to the ſaid Rectory, or Parſonage, belonging, or in any wiſe appertaining; ſet, lying, being, coming, growing, or renewing, within the Pariſh or Fields of *H.* aforeſaid, or elſewhere, within the County of *M.* Except, and alwayes reſerved unto the ſaid *I. A.* and his Succeſſors, during the term in the ſaid Indenture ſpecified, one Chamber next unto the Buttery of the ſame houſe, with free ingreſs, egreſs, and regreſs into, and from the ſaid Chamber, at his and their will and pleaſure. To have and to hold the ſaid Rectory, and Parſonage of *H.* Houſes, Edifices, Buildings, Glebe-Lands, Tithes, Oblations, Offerings, Profits, Commodities Emoluments, and Hereditaments, and all and ſingular other the Premiſſes with their Appurtenances, except before excepted, unto the ſaid *W. A.* his Executors, and Aſſigns, from the Feaſt of the Annunciation *&c.* then next *&c.* unto the end and term of lxxxx. years, from thence *&c.* and fully *&c.* As by the ſame Indenture of Leaſe containing *&c.* And where alſo the Reverend Father in God *O. B.* of *L.* and Ordinary of the ſaid Church of *H.* aforeſaid, the ſaid *I. A.* continuing ſtill Parſon of *H.* aforeſaid, by his Deed dated the 26 of *N.* 1614. and to the ſaid Deed indented, annexed, hath ratified and confirmed the ſaid Deed indented, and all and ſingular in the ſame granted, demiſed, and leaſed, in manner and form, as in the ſaid Deed of Leaſe is expreſſed and contained, as by the ſaid Deed of confirmation plainly doth and may appear: And where alſo the ſaid *W. A.* by his Deed dated, *An.* 17. *R. Eliz. &c.* hath given, granted *&c.* to *I. C. &c.* all his Right *&c.* then to come, of, and in the ſaid Rectory *&c.* To have *&c.* as by the ſaid Deed made to the ſaid *I. C.* alſo doth appear. And where alſo the ſaid *W. A.* by the name of *W. A.* true and undoubted Patron of the Pariſh Church of *H.* aforeſaid, by his Deed, dated the 2d. of D. 17. *R. Eliz.* for himſelf, his Heirs, and Aſſigns, hath ratified and confirmed the ſaid Deed indented of Leaſe, and all and every thing therein contained, as by the ſaid laſt mentioned Deed of confirmation *&c.* And where alſo the ſaid *I, G.* by his Deed dated the 2d. of *D. An.* 17. *R. Eliz.* hath given and granted unto the ſaid *W. A.* the former recited Deeds, and all his Right *&c.* to have *&c.* as by *&c.* And where alſo the ſaid *W. A.* bargained and ſold his Intereſt

&c.

Recitall of the Leaſe.

To hold for 90. years.

Confirmation by the Biſhops Recitalls.

Paſſages of the Leaſe.

&c. to *W. R.* Eſquire: And where alſo by Indenture dated, &c. the ſaid *R.* aſſigned his Intereſt in the Premiſſes, &c. to the ſaid *R. H.* And where *T. R.* & *A. R.* have given, granted, bargained, and ſold to the ſaid *R. H.* his Heirs and Aſſigns for ever, all that the Parſonage and Advowſon, Nomination and Gift of the Benefice of the Parſonage and Rectory of *H.* aforeſaid, with the appurtenances, and the Inheritance of the ſame, and all their, and either of their Right, Eſtate, Title, Intereſt, and Demand to, and in the ſame; Together with all manner of Deeds, Eſcripts, Writings, and Mynuments of the ſaid *T.* & *A.* or either of them, only touching or concerning the ſaid Parſonage or Rectory, or any other the Premiſſes, *To have and to hold* the ſaid Parſonage, Advowſon, Nomination, and Gift of the Benefice of the ſaid Parſonage and Rectory of *H.* aforeſaid, with the Appurtenances, and the Inheritance of the ſame, and all their, and every of their Rights, &c. together with the ſaid Deeds, &c. to the ſaid *R. H.* his Heirs and Aſſigns for ever; to his, and their proper uſe, as by the ſaid Indenture, &c. And where, moreover, the ſaid *W. A.* by his Indenture dated &c. hath remiſed, releaſed, and for ever, for him and his Heirs, quite claimed to the ſaid *R. H.* then being in full and peaceable Poſſeſſion of the Premiſſes, all the Right, Eſtate, Title, Intereſt, Condition, and Demands whatſoever that he the ſaid *W. A.* then had, or thereafter might have, he the ſaid *W.* nor Heirs, &c. as by the ſaid laſt mentioned Indenture, &c. Which ſaid Leaſe, Intereſt, and Term of years in, and to, the ſaid Rectory and Parſonage, and other the Premiſſes, with the Appurtenances, Demiſed or mentioned to be Demiſed by the ſaid firſt recited Deed indented of Leaſe, and alſo the ſame firſt recited Deed of Leaſe, and all Covenants thereof, I the ſaid *M. H.* now have and enjoy, amongſt other things, of the Gift, Legacy, and Bequeſt of the ſaid *R. H.* my late Husband, as by his Laſt Will and Teſtament made and declared in Writing, dated, &c. *Know ye*, That I the ſaid *M. H.* for the good will and affection which I have and bear unto my well-beloved Brother *M. M.* of the Univerſity of *O.* Gentleman, and towards the furtherance and better maintenance of his exhibition at the Studies of the Common Laws, or any other faculty or exerciſe that he ſhall, or will follow, or apply himſelf unto, and for divers other, &c. have given, granted, and confirmed, and by theſe preſents do fully, &c. unto the ſaid *M. W.* his Executors, Adminiſtrators, and Aſſigns, one Annuity, or yearly Rent of, &c. of lawful, &c. by the year, to be yearly going, iſſuing, and paid out of the ſaid Rectory of *H*, with the Appurtenances, and out of all and every other the Premiſſes, with the Appurtenances; alſo out of ſingular, other Lands, Tenements, and Hereditaments whatſoever, in or by the ſaid ſeveral recited Indentures, Deeds, and Conveyances, and every, or any of them demiſed, granted, or conveyed, or mentioned to be demiſed, granted, or conveyed, with all and every their Appurtenances; To have, hold, perceive, receive levy, take, and enjoy the ſaid Annuity or yearly Rent of &c. to the ſaid *M. W.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt, &c. unto the end &c. at the dayes of the Feaſts of &c. or within 10 dayes next after every of the ſame Feaſt-daies, by even portions yearly to be paid at the Manſion

Grant of the Annuity.

houſe of the ſaid Rectory of *H.* or at the place where the ſame houſe now ſtandeth, the firſt payment whereof to be made at *&c. And*, I the ſaid *M. H.* doe covenant *&c.* that I the ſaid *M.* mine Executours, Adminiſtrators, or Aſſigns, ſhall, and will well, and truly yield, and pay or cauſe *&c.* the ſaid Annuity, or annual rent, and every part and parcell thereof, to the ſaid *M. W.* his Executors, Adminiſtrators, and Aſſigns, yearly, during the ſaid *&c.* on the ſaid Feaſt-daies of the birth of our Lord God &c. or within, &c. by equall portions, at the ſaid Manſion-houſe of the ſaid Rectory.

And further, I the ſaid *M.* doe covenant &c. that I the ſaid *M.* mine Executors, Adminiſtrators, or Aſſigns, ſhall and will forfeit and pay unto the ſaid *M.* his Executors, Adminiſtrators, and Aſſigns, for every default of payment of the ſaid Annuity, or any part or parcell thereof to be made, contrary to the form aforeſaid, the ſum *&c.* of lawfull *&c.* in the name of Pain, from time to time, during the ſaid term *&c.* And that when, and as often, as that ſhall fortune the ſaid Annuity, or yearly rent, or any part or parcell thereof to be behind and unpaid, contrary to the form aforeſaid; That then, and ſoe often it ſhall and may be lawfull to, and for, the ſaid *M. W.* his Executors, Adminiſtrators, and Aſſigns, and every of them, into the ſaid Rectory, and all and every other the Premiſſes with their Appurtenances, and into every part *&c.* to enter and diſtrain, as well for the ſaid Annuity, and every part thereof, and all and every the penalty and penalties aforeſaid, and as the arrearages of the ſame, or either of them, and the Diſtreſs and the Diſtreſſes there to be found and taken, lawfully to lead, bear, drive, and carry away, and the ſame to detain and keep, untill he the ſaid *M.* his Executors, Adminiſtrators, and Aſſigns, ſhall be fully paid and ſatisfied, of, and for, the ſaid annuity and penalty aforeſaid, and every part and parcell of them and every of them, and all arrearages of the ſame, or any of them, together with his, or their coſts and damages in that behalf to be ſuſtained.

And alſo, I the ſaid *M.* do covenant &c. in form, &c. *viz.* That I the ſaid *M.* at the enſealing and delivery of theſe preſents, am the very true, perfect, and lawful Owner of the firſt recited Indenture of Leaſe, and of all and ſingular the Premiſſes thereby demiſed, or mentioned to be demiſed, for all the whole term and reſidue of the ſaid term of &c. in the ſaid Indenture of Leaſe mentioned, and yet to come, and not expired: And have full power, good right, lawful authority to give and grant the ſaid Annuity, or yearly rent, &c. to the ſaid *M.* his Executors, and Aſſigns, for, and during the ſaid term &c. in manner and form aforeſaid: And that the Premiſſes, and every part and parcell; and alſo the ſaid firſt recited Indenture of Leaſe, and every thing contained therein, now are, and from henceforth ſhall, and may from time to time, and at all times hereafter, during the ſaid term, &c. remain and continue, free and clearly diſcharged, exonerated, or otherwiſe by me the ſaid *M.* mine Executors, Adminiſtrators and Aſſigns, ſufficiently defended and ſaved harmleſs, of, and from all, and all manner of Grants, Bargains, Sales, Alienations, Surrenders, Forfeitures, Re-entries, cauſe, and cauſes of Forfeiture or Re-entry, and of, and from all other Charges and Incumbrances whatſoever, had, made, or done, or that ſhall, or may in any

wiſe

wi'e be hurtfull or prejudicial to the ſaid *M.* his Executors, &c. for, or concerning the ſaid Annuity or yearly rent, or any part or parcell thereof, or for, or touching the ſaid libersy or power of diſtraining in the Premiſſes, or any part thereof, for any manner of arrearage or arrearages, of the ſaid Annuity, or any part thereof, or for any manner of ſum, or ſums, of money to be forfeited *Nomine pœnæ*, as aforeſaid.

And alſo, That I the ſaid *M*, mine Executors, Adminiſtrators, or Aſſigns, ſhall, and will, from time to time, and at all times hereafter, during the ſaid term, &c. upon reaſonable warning and requeſt, ſhew the ſaid Original Leaſe, Deeds of confirmation, and mean Conveyances above recited or mentioned, in force, ſafe, and uncancelled without fraud, &c. in any Court, or Courts at *Weſtminſter*, or elſewhere, when, and as often as, need ſhall require, for the neceſſary maintainance and defence of this preſent Grant, of the ſaid Annuity, or any other matter or thing in theſe preſents contained or mentioned.

And further, know yee, That I the ſaid *M.* have delivered to the ſaid *M.* at the enſealing and delivery hereof, one currant Groat of Silver, for, and in the name, of the firſt payment of the Annuity aboveſaid. *In witneſs, &c.*

A Grant of an Annuity during the Grantee's life, charging only the Grantor's perſon.

THis *Indenture* made, &c. 27. of *O. An. R.R. Car.* 2. 12. Between &c. *Witneſſeth*, That the ſaid *N.H.* for, and in conſideration of the ſum of 300 l. of &c. to him in hand, before the enſealing and delivery hereof, clearly given and paid by the ſaid *E.M.* whereof &c. hath given and granted, and by theſe preſents for him the ſaid *N.* his Heirs, Executors, and Adminiſtrators, doth give and grant unto the ſaid *E. M.* one Annuity of lxiij l. xvij s. vj d. of lawful &c. by the year, To have, perceive, receive, take, and enjoy the ſame Annuity of lxiij l. xvij s. vj d. to the ſaid *E. M.* and his Aſſigns, from henceforth for, and during the term of the natural life of the ſaid *E.* the ſame Annuity to be yearly paid to the ſaid *E.* or his aſſigns, during the life of the ſame *E.* at, or in, &c. at four equall payments in every year, in manner and form following: That is to ſay, On the 24. day of *D.* between the hours of, &c. 15 l. 19 s. 4 d. *ob.* On the 24. day of *M.* between the like hours, &c. Other 15 l. 19 s. 4 *d. ob.* On the 23. day of *J.* between the like hours, &c. Other 15 l. 19 s. 4 *d. ob.* On the 28. day of *S.* between the like hours &c. Other 15 l. 19 s. 4 *d. ob.* The firſt payment to begin and to be made on the 24. day of *D.* next enſuing, &c. between the ſaid hours of &c. And ſo from thenceforth to have, continue,

and yearly to be paid to the ſaid *E. M.* or his Aſſigns, during the natural life of the ſaid *E.* every year, upon the ſaid dayes, and between the ſaid hours, and at the place aforeſaid. *And* the ſaid *N. H.* covenanteth, &c. That he the ſaid *M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall, and will, from henceforth yearly, and every year, by, and during all the ſaid term of the natural life of the ſaid *E.* well and truly ſatisfie, content, and pay, or cauſe &c. unto the ſaid *E.* or his aſſigns, the ſaid Annuity of, &c. and every part and parcell thereof, in manner and form aforeſaid, according to the tenor, purport, limitation, and true meaning of theſe preſents.

And alſo the ſaid *N. H.* covenanteth, &c. That he the ſaid *N. H.* ſhall and will, at the now dwelling houſe of the ſaid *N. H.* ſatisfie, &c. at, or before, the end and expiration of 6. months next enſuing &c. deliver, or cauſe, &c. unto the ſaid *E.* or his aſſigns, one ſufficient Deed or Obligation, wherein the ſaid *N. H.* and one able and ſufficient Surety with him, ſhall ſtand bound unto the ſaid *E.* in the ſum of 500 l. of &c. with a Condition thereupon, endorſed for the true performance of all and ſingular the Covenants, Grants, Articles, and Agreements in theſe preſents contained, which on the part and behalf of the ſaid *N.* his Heirs, Executors, or Adminiſtrators, or any of them, are, or ought to be performed, according to the ſame meaning of theſe preſents, upon the delivery and receipt of which Deed or Obligation, in form aforeſaid, the ſaid *E.* covenanteth, &c. to re-deliver and yield up unto the ſaid *N. H.* or his Aſſigns, to be cancelled, one Deed, or Obligation of 500 l. of the date of theſe preſents, wherein the ſaid *N.* ſtandeth bound to the ſaid *E.* for the true performance of the ſaid Covenants herein contained, and on the behalf of the ſaid *N.* or his Aſſigns, to be performed.

And further, the ſaid *N. H.* covenanteth, &c. That if he the ſaid *N.* ſhall depart this preſent life, and the ſaid *E. M.* ſhall ſurvive and over-live the ſame *N*; That then the Heirs, Executors, Adminiſtrators, or Aſſigns, of the ſaid *N.* ſhall within 3. months next after ſuch deceaſe of the ſaid *N.* well and truly deliver, or cauſe &c. to the ſaid *E.* or his Aſſigns, at the ſaid now dwelling houſe of the ſaid *N.* in *W.* aforeſaid, one good and ſufficient Deed or Obligation, wherein, and whereby, one good, able, and ſufficient Surety, ſhall ſtand bound to the ſaid *E.* in the ſum of 500 l. of &c. with a Condition thereupon endorſed, for the true payment of the ſaid Annuity to the ſaid *E.* and his Aſſigns, from thenceforward, yearly, during the life of the ſaid *E.* in manner and form aforeſaid.

Provided always, and it is fully covenanted, granted, concluded, condeſcended, and agreed by, and between the ſaid *N.* and *E.* for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them. And the ſaid *E. M.* covenanteth &c. That if the ſaid *E.* ſhall miſlike either the Surety which ſhall be contained in the ſaid Deed or Obligation, which the ſaid *N.* hath before theſe preſents, covenanted to deliver, or cauſe &c. to the ſaid *E*, at, or before, the end of ſix moneths, next enſuing the date hereof, or the Surety which ſhall be contained in the ſaid Deed, Obligation,

to

to be in form aforeſaid delivered, by the Heirs, Executors, Adminiſtrators, or Aſſigns of the ſaid *N.* to the ſaid *E.* or his *Aſſigns*, within 3. moneths after the deceaſe of the ſaid *N*: And ſhall ſignifie or declare the cauſe of ſuch his miſliking at the ſaid now dwelling houſe of the ſaid *N.* in *W.* aforeſaid, either to the ſaid *N.* at, or before, the expiration of the ſaid 6. months, next enſuing the date hereof, or to the Heirs, Executors, or Adminiſtrators of the ſaid *N.* at, or before, the end of the ſaid 3. months, next after the day of the deceaſe of the ſaid *N*: And that then if the ſaid *N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do pay, or cauſe &c. to the ſaid *E.* or his aſſigns, the ſum of 300 l. of &c. either on the 2d. day next after the end of the ſaid 6. months, next enſuing the date hereof, between the hours of &c. of the ſame 2d. day at, or in, &c. or elſe on the 2d. day next after the expiration of the ſaid 3. months, next after the deceaſe of the ſaid *N.* between the like hours in the afternoon of the ſame laſt mentioned 2d. day, at the place laſt ſpecified: That then immediately upon full payment, had and made, of the ſaid ſum of 300 l. in manner and form aforeſaid; The ſaid Annuity of &c. by theſe preſents granted: And all and ſingular the Covenants, Grants, Articles, and Agreements herein contained on the behalf of the ſaid *N.* his Heirs, Executors, or Adminiſtrators, or any of them, from thenceforth to be obſerved and performed, and all Bonds and Obligations whatſoever made, or to be made, by the ſaid *N.* or any other perſon or perſons, for performance of the ſame Covenants, or any of them, ſhall ceaſe, clearly determine, and be utterly void, fruſtrate, and of no force and effect in the Law: And that then alſo the ſaid *E.* or his Aſſigns, ſhall, and will, immediately upon full payment had, and made, of the ſaid ſum of 300 l. in manner and form aforeſaid re-delivered, or cauſe &c. to the ſaid *N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, this preſent Deed indented, under the hand and Seal of the ſaid *N*, and all the ſaid Bonds, Obligations, made or to be made, as aforeſaid, to be cancelled; theſe preſents, &c.

And moreover, the ſaid *E. M.* covenanteth, &c. That he the ſaid *E.* and his Aſſigns, upon the receipt of every payment of the ſaid Annuity to him, or them hereafter to be made, according to the tenor and true meaning of theſe preſents, ſhall and will upon requeſt therefore to be made, deliver a Deed under his, or their, hand and Seal, to the ſaid *N.* his Heirs, Executors, Adminiſtrators, or Aſſigns, plainly teſtifying and reporting the ſame receipt and payment, from time to time, ſo often as the ſaid *E.* or his Aſſigns, ſhall receive any ſuch payment. *In witneſs &c.*

A Grant of an Annuity out of a Leaſe by Will, continuable for life, if the Leaſe ſo long endure.

ITem, I Will alſo and Bequeath unto the ſaid *E. P.* my Wife, one Annuity, or annual Rent of one and thirty pounds of lawful &c. to be yearly paid unto her, or her Aſſigns, by my ſaid Executors, at the uſual Feaſt of Saint *M.* &c. and of the Annunciation &c. by even portions, by, and during all ſuch time as my Grand Leaſe of the Scit. and Demeſnes of the Mannors of *H.* now in mine own poſſeſſion and occupation, or in the poſſeſſion and occupation of my Aſſigns, and granted unto me by our ſaid Soveraign Lord the Kings Majeſty, under the great Seal of *England*, ſhall happen to endure and have continuance, if ſhe the ſaid *E. P.* ſhall ſo long live, the firſt payment thereof to begin at ſuch of the ſaid Feaſts as ſhall firſt happen, and follow next after the day of my deceaſe.

A Grant of an Annuity with the Inheritance of Land aſſured for the ſame by a Recovery and a Fine.

THis *Indenture*, &c. Between the Right Honourable *H.* Earl of *H.* and the Right Honourable *K.* Counteſs of *K.* now his Wife, on the one party; and *J. S.* Citizen and Clothworker of *L.* and *A.* his Wife, on the other party: *Witneſſeth*, That the ſaid Earl, for, and in conſideration of the ſum of three hundred pounds of &c. whereof &c. hath given and granted, and by theſe preſents doth give and grant, for him, his Heirs, Executors, and Adminiſtrators, to the ſaid *J.* and *A.* his Wife, one Annuity of five hundred pounds of &c. by the ſaid Earl, his Heirs, Executors, Adminiſtrators or Aſſigns, from henceforth yearly to be paid to the ſaid *J. E.* and *A.* and their Aſſigns, and to the Survivors of them, and to the Aſſigns of the Survivors of them, by, and during all the term of the natural lives of the ſaid *J.* and *A.* and the natural life of the longeſt liver of them, at the North-gate at the now building Scituate in the City of *L.* commonly called the Royall *Exchange*, entring into the place there commonly uſed for the meeting of Merchants, at two equal payments in every year, in manner and form following: That is to ſay, on the twentieth day of *N.* between the hours of &c. two hundred and fifty pounds, and on the twentieth day of *M.* between the like hours of &c. two hundred and fifty pounds, The firſt payment thereof to begin and to be made on the twentieth day of *N.* next coming, and ſo from thenceforth to have continuance, and yearly to be paid to the ſaid *J.* and *A.* and to the longer liver of them, and their Aſſigns, and the Aſſigns of the longer liver of them, every year upon the ſaid daies, and within the ſaid times, and at the ſaid place, during the natural lives of the ſaid *J.* and *A.* and the natural life of the longeſt liver of them: And for the ſaid Conſideration, and for a good and certain Surety and aſſurance to be had and made to the ſaid

J.

J. and *A.* his wife, of, and for the ſaid Annuity and yearly payment of five hundred pounds to them, and to the Survivor of them, and their Aſſigns, and the Aſſigns of the Survivor of them, well and truly to be made every year, during the natural lives, and during the natural life of the longer liver of them, according to the tenor and true meaning of theſe preſents: The ſaid Earl for himſelf, his Heirs, Executors, and Adminiſtrators, and every of them: And for the ſaid Counteſs his wife, doth covenant, grant and agree, to, and with the ſaid *J.* and *A.* their executors, adminiſtrators, and aſſigns, and every of them by theſe preſents; That he the ſaid Earl, and the ſaid Counteſs his wife, before the laſt day of *N.* now next coming, ſhall, and will permit and ſuffer the ſaid *J.* and *A.* at the coſts and charges in the Law of the ſaid *J.* and *A.* lawfully to recover againſt the ſaid Earl and Counteſs by Writ of Entry, Sur-diſſeiſin, with Voucher, or Vouchers, after the order and courſe of common Recoveries, the Mannor of *A.* with the Appurtenances in the County of *S*, and all that *More* called a *More*, with all the appurtenances thereof in the ſame County, and all the Meſſuages, Lands, Tenements, and their Appurtenances, now or late parcel of the late Chantery of &c. with the Appurtenances, and all and ſingular Meſſuage, Lands, Tenements, Rents, Reverſions, Rights, Patronage of Churches, Franchiſes, Liberties, Juriſdictions, Priviledges, and Hereditaments whatſoever, eſteemed, reputed, uſed, demiſed or taken, as part, parcel, or member of the ſaid Mannor of *A*, or as any part of the ſaid More called &c. And all and ſingular Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments whatſoever, which the ſaid Earl and Counteſs have, or either of them hath, or at any time had in the Towns, Fields, Pariſhes, and Hamlets, of *A.* or within the ſaid More, called &c. in the ſaid County of *S.* And alſo the ſaid Earl and Counteſs ſhall likewiſe permit and ſuffer the ſaid *J.* and *A.* lawfully to recover againſt the ſaid Earl and Counteſs by another Writ of Entry Sur-diſſeiſin, with Voucher or Vouchers, after the order &c. *ut ſupra*, all that the Mannor of *B.* with the Appurtenances in the County of *C.* And all and ſingular Meſſuages *ut predict.* And all and ſingular Rights, Liberties, Priviledges, Courts, Leets, View and Viewers of Franck-pledge, Franchiſes, Commodities, Profits, Rents, Services, and Juriſdictions whatſoever, that the ſaid Earl and Counteſs, or either of them hath, or lawfully might have, of, or in the ſaid Mannors, and other the Premiſſes, or of, or in any part or parcel of them, or of any of them: And that all the ſaid Recoveries ſhall be in due form of Law lawfully executed: And moreover, that as well the ſaid Earl, and the ſaid Counteſs now his wife, at the coſts and charges of the ſaid *J.* in the Law only, before the laſt day of *N.* now next coming as aforeſaid, ſhall, and will by Fine in due form of Law to be levied with proclamation, according to the Statute in that beh lf provided, convey, and aſſure unto the ſaid *J.* and *A.* and to their heirs, or to the heirs of one of them, all the ſaid Mannors, and all other the Premiſſes, with all, and ſingular their Appurtenances, with Warranty of the ſaid Earl and the ſaid Counteſs his wife, and of the heirs of the ſaid Earl, of all the Premiſſes to the ſaid *J.* and *A.* and to the heirs of the ſaid *J.* againſt all men, As alſo, that after the ſaid Fine had, and Recoveries

A Covenant to ſuffer a Recovery.

A Covenant to levy a Fine.

executed, Sir *G. H.* Knight, brother of the ſaid Earl on this ſide and before 24. day of *J.* which ſhall be *Ann. Dom.* 1660. at the coſt and charges in the Law only of the ſaid *J.* or *A*, or of their Aſſigns, ſhall, and will, by Fine with proclamation, according to the Statute in due form, by him the ſaid Sir *G.* to be levied, grant, and releaſe to the ſaid Earl and his Heirs, all, and ſingular the Premiſſes, with warranty of the ſame to the ſaid Earl and his Heirs, againſt him the ſaid Sir *G.* and his Heirs, according to the uſual manner of Fines: And it is condeſcended, concluded, and agreed between the ſaid parties, that as well the ſaid Fine of the ſaid Earl and Counteſs, and the ſaid Recovery and Recoveries ſo to be had, and executed, as aforeſaid: As alſo the ſaid Fine of the ſaid Sir *G. H.* and all other Fine and Fines, Recovery and Recoveries, Aſſurance and Aſſurances, whatſoever ſpecified, or mentioned, in theſe preſents, ſhall be to the uſes, intents, and purpoſes, hereafter expreſſed in theſe preſents, and to none other uſe, or uſes, intent or purpoſe; That is to ſay, to the uſe and behoof of the ſaid Earl, and his Heirs, untill default of payment ſhall be made of the ſaid Annuity granted by theſe preſents, or of ſome part thereof, contrary to the form, tenor, and effect of theſe preſents: And after default of payment of the ſaid Annuity, or any part thereof, contrary to the form, tenor, and effect of theſe preſents: Then to the only uſe and behoof of the ſaid *J.* and *A*, and of the Heirs and Aſſigns of the ſaid *J.* abſolutely without any manner of Condition, and to none other uſe, or intent whatſoever: And that then alſo, and from thenceforth, all and every perſon or perſons ſeiſed, or to be ſeiſed, of the Premiſſes, or any part thereof, ſhall thereof, and of every part thereof, ſtand and be ſeiſed to the only uſe and behoof, and of the Heirs and Aſſigns of the ſaid *A.* for ever; And that then the ſaid Earl, his Heirs, and Aſſigns, within 6. moneths next after any default of payment made, ſhall, and will ſafely deliver, or cauſe, &c. to the ſaid *J.* his Heirs and Aſſigns, at the now Manſion houſe of &c. all, and ſingular ſuch Deeds, Charters, Evidences, Court-Rolls, Books of Survey, Terriors, Eſcripts, Writings, and Mynuments, concerning the Premiſſes only, or only any part thereof, as the ſaid Earl now hath, or which he or his Heirs then ſhall have, or without Suit in Law may then get, or come by. *And* the ſaid Earl, for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant, and grant to, and with, the ſaid *J.* and *A.* his wife, and the Heirs, Executors, Adminiſtrators, and Aſſigns of the ſaid *J.* by theſe preſents, in form following; That is to ſay, That he the ſaid Earl, and the ſaid Counteſs, now are the very true, perfect, and rightful Owners of all, and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, and of all, and every other the Premiſſes, with all and ſingular the Appurtenances: And that the ſaid Earl and Counteſs, at the time of the ſaid Recoveries ſo to be had, as is aforeſaid, ſhall ſtand and be ſeiſed of the ſaid Mannors, &c. of a good, perfect, and ſufficient Eſtate of Freehold, with the Fee-ſimple thereof, in the ſaid Earl; And that the ſaid Earl at the time of the ſaid Fine to be levied by the ſaid Earl, and the ſaid Counteſs, ſhall ſtand and be ſeiſed of the ſaid Mannors and other the Premiſſes, in Fee-ſimple, according to the uſe thereof before

The Uſes.

A Covenant that the Grantors are ſeiſed.

fore

fore limited to the ſaid Earl: And that the ſaid Mannors, Meſſuages, &c. ſhall from, and after default of payment of the ſaid Annuity, or any part thereof, ſtand and continue for ever clear, and free diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid Earl, or his Heirs, from time to time, and at all times ſufficiently ſaved harmleſs, of, and from, all and ſingular former Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Titles, Fine and Fines, for licenſe of Alienation by the ſaid Recoveries and Fines aforeſaid, and by every, or any of them (if any be done) and all other Incumbrances whatſoever, the chief Rents and Services to be due and payable to the chief Lords of the Fee, or Fees, of the Premiſſes, in reſpect of their Seigniories only, and one Leaſe for the term of 60 years, made by the ſaid Earl to one *J. W.* Eſquire, by Indenture, dated 26. *Febr. An.* 12 *Car.* 2. of all that the Scituation of the Mannor of *A*, and of the Manſion houſe called *A.* Court, and other Lands mentioned in the ſaid Leaſe, and of all Leaſes for terms of 21. years, or under, or for the term of life, or lives, not exceeding 3. lives, by the ſaid Earl, or any of his Anceſtors heretofore made, or granted, and hereafter by the ſaid Earl, or his Heirs, to be granted and made, during the time that the ſaid Earl, and his Heirs, or Aſſigns, ſhall well and truly pay the ſaid Annuity of 500 l. according to the tenor, purport, and true meaning of theſe preſents, above declared and expreſſed: And all Eſtates by Copy of Court-Roll, heretofore had, made, or granted as aforeſaid, or to be had, made, or granted as aforeſaid, of the Premiſſes, or of any part thereof, upon all, and every which ſaid Leaſes, Eſtates, and Copies, the old accuſtomed Rents, and Services are, and ſhall be reſerved, and from henceforth ſhall be due and payable to the Owners of the Reverſion, and Reverſions of the ſame, during the ſeverall Term and Eſtates thereof aforeſaid (only excepted.) *And further*, That if it do fortune that the ſaid Annuity and yearly payment of 500 l. aforeſaid, and every part thereof, be not well and truly paid and contented to the ſaid *J.* and *A*, and the Survivor of them, or their Aſſigns, in manner and form aforeſaid; That then, and at all times after default made in payment thereof, or of any part thereof, contrary to the form aforeſaid; The ſaid Mannors and other the Premiſſes ſhall be, and continue for ever, unto the ſaid *J.* and *A*, and to the Heirs and Aſſigns of the ſaid *J.* of the clear yearly rent and value of 300 l. of &c. over and above all yearly Charges and Repriſes: And that the Premiſſes have been by the ſpace of 60 years laſt paſt, of the ſaid clear yearly rent and value of 300 l. over and above all Charges and Repriſes: And that then alſo, and from thenceforth, the ſaid *J.* and *A*, and the Heirs and Aſſigns of the ſaid *J.* ſhall, and may lawfully and quietly have, hold, occupy, and enjoy, all, and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments, and all, and ſingular the Premiſſes, with their Appurtenances, and ſhall, and may alſo lawfully and quietly have, take, perceive, receive, and enjoy, all, and ſingular the Rents, Iſſues, Revenues, and Profits thereof, and every part thereof, from thenceforth to, and for the only Commodity, uſe, and behoof of the ſaid *J.* and *A*, and of the Heirs and Aſſigns of the ſaid *J.* for ever. *And further*, That the ſaid Earl, or his Heirs, at, or before the firſt day of *J.* which &c. 1660, ſhall and will

Free from Incumbrances.

Except Leaſes and Eſtates by Copy.

Are worth 500 l. per annum.

To Hold and enjoy.

A Covenant to deliver a Survey of the Lands.

will deliver, or cauſe &c. to the ſaid *J.* and *A.* and to the Survivor of them, at the now dwelling houſe of &c. one Book of a plain and perfect Survey of all, and ſingular the ſaid Mannors, Meſſuage, Lands, Tenements, Rents, Services, and Hereditaments, and of all other the Premiſſes, with their Appurtenances, containing and expreſſing the names of the Tenants, Occupiers of Land, and their Eſtates, and the yearly rents plainly and legibly written; The ſame to be done and made at the coſts and charges of the ſaid Earl his heirs, or Executors, And alſo the true Copies of all the Evidences, Charters, and Minements which the ſaid Earl now hath, or without Suit in the Law, can get, or come by, touching or concerning the Premiſſes, or any part thereof, to be legibly and plainly written, and then and there to be examined with their Originals by the ſaid *J.* or ſuch other as the ſaid *J.* or *A.* ſhall thereunto name and appoint, and the charges of the writing of the ſaid Copies of all the ſaid Evidences &c. then to be allowed, and paid by the ſaid *J.* and *A.* his wife, the ſaid Book of Survey, and the Copies of the ſaid Evidences to be received by Indenture. And the ſaid *J. S.* and *A.* his wife, for themſelves, their Executors, and Adminiſtrators, and every of them, do covenant and grant to, and with the ſaid Earl, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents; That he the ſaid *J.* and *A.* his wife, and their Aſſigns, upon the receipt of every payment of the ſaid Annuity, or to them, or any of them hereafter to be made, according to the tenor and true meaning of theſe preſents, ſhall, and will upon requeſt therefore to be made, deliver a Writing under their hand, plainly teſtifying and reporting the ſame receipt and payment, from time to time, ſo often as the ſaid *J.* or *A.* or their Aſſigns ſhall receive any ſuch payment: And that if the ſaid yearly payment be from time to time, duly made to the ſaid *J.* and *A.* or their Aſſigns, during their lives, and the life of the longer liver of them, in form aforeſaid, that then the Executor or Adminiſtrator of the Survivor of the ſaid *J.* and *A.* upon any reaſonable requeſt to them, or any of them in that behalf to be made, ſhall, and will well and ſafely re-deliver, or cauſe &c. the ſaid Book of Survey, with the ſaid Copies of the ſaid Evidences, Charters, and Minements unto the ſaid Earl, or his heirs, or to ſuch perſon, or perſons, as in the name of the ſaid Earl, or of his heirs, ſhall require, or demand the ſame.

Provided always, That if the ſaid Earl, his heirs, Executors, or Adminiſtrators, ſhall happen not to make true payment of the ſaid Annuity, or yearly Rent of &c. to the ſaid *J.* and *A.* and to the longer liver of them, according to the tenor and true meaning above in theſe preſents expreſſed and declared: But ſhall fail and make default in payment of the ſame, or any part thereof, at the dayes, times, and place above limited for the ſame, ſo that the ſaid *J.* and *A.* and the heirs of the ſaid *J.* by reaſon of the ſame Covenant for quiet enjoying, ſhall, or lawfully may from thenceforth poſſeſſe, enjoy, perceive and take the Rents, Revenues, Iſſues and Profits of the premiſſes according to the intent, purpoſe and true meaning above expreſſed and declared in theſe preſents, That then the ſaid annuity or yearly payment by theſe preſents above granted to the ſaid *J.* and *A.* ſhall ceaſe, determine, and be no longer paid.

And

And further, the ſaid Earl for him, &c. Covenanteth with the ſaid *I. S.* his Heirs, Executors, and Adminiſtrators, by theſe Preſents, That he the ſaid Earl, and his heirs, and all, and every other perſon and perſons (other then ſuch Leaſes and Copyholders, as aforeſaid, to claim only for their ſaid Leaſes, Eſtates, and Intereſts above excepted, which ſhall have, or lawfully ſhall claim to have any Eſtate, Right or Intereſt, of, in, or to the ſaid Mannors, and other the premiſſes with their Appurtenances, or any part thereof, by, from, or under the Eſtate of the ſaid Earl; at all times during two years, next after any default made in payment of the ſaid Annuity to the ſaid *I.* and *A.* or either of them, contrary to the Tenor and true meaning of theſe Preſents, At and upon the reaſonable requeſt, and at the coſts and charges in the Law only of the ſaid *I.* and *A.* or of the Heirs and Executors of the ſaid *I.* ſhall and will, do knowledg, and ſuffer, and cauſe &c. All and every ſuch lawful and reaſonable Act and acts, thing and things, as the ſaid *I.* and *A.* and the heirs and aſſigns of the ſaid *I.* or any of their Learned Councel in the Law, ſhall lawfully Demiſe or adviſe for the further aſſurance, Surety, Convenience, and ſure making of all and ſingular the ſaid Mannors with their appurtenances, and all and every other the premiſſes, to be had, conceived, and made ſure to the ſaid *I.* and *A.* and the heirs and aſſigns of the ſaid *I.* for the only uſe and behoof of the ſaid *I.* and *A.* and of the heirs and aſſigns of the ſaid *I.* for ever, abſolutely without any manner, Condition or Defeaſance whatſoever: *Provided alwayes*, and it is concluded and agreed by and between the ſaid parties to theſe preſents, for themſelves, their heirs and aſſigns, That if the ſaid Earl or his heirs or aſſigns, during the time as he, or they, or any of them ſhall well and truly pay the ſaid annuity of, &c. to the ſaid *I.* and *A.* and to the Survivors of them in form aforeſaid, do make and grant Leaſe and Leaſes by Indenture for years or eſtates by Copy of Court-Roll, according to the ſeveral cuſtoms of the ſaid Mannors to any perſon or perſons of the Scituation or Scituations of the ſaid Mannors, and of any Lands or Tenements foreſaid, or of any part or parcell of the ſaid Lands or Tenements; So alwaies as upon every ſuch Leaſe or Leaſes, Eſtate or Eſtates, there be reſerved the accuſtomary yearly Rents and Services of the Lands and Tenements, ſo to be leaſed or granted to be paid and done yearly to the owners of the Reverſion thereof, during the continuance of every ſuch Grant, Leaſe, and Eſtate. And ſo that no ſuch Leaſe or Eſtate be made without impeachment of waſt, or for any longer term then the term of one and twenty years, to commence within two years at the furtheſt, next after the granting thereof, or for three lives or fewer in poſſeſſion, and ſo as any ſuch Leaſe do not bind or charge the Owner of the Reverſion, with the Reparations of any Buildings, or other thing by ſuch Leaſe to be granted; That then the ſaid Recovery and Recoveries, Fine and Fines, and all other Conveyances, and Aſſurances above ſpecified, ſhall be to the uſes and behoofs of any ſuch Leaſes and Copyholders, and to their Term and Eſtates aboveſaid, under, and upon the Reſervations, as is aforeſaid. *In witneſs, &c.*

A Covenant for further Aſſurance.

Power to make Leaſes.

A Grant of an Annuity out of Land, for term of life.

THis *Indenture*, &c. *Witneſſeth*, That the ſaid *R.F.* in conſideration, &c. hath given and granted, and by theſe preſents doth give and grant to the ſaid *J. C.* one Annuity, or yearly Rent of 22 l. of lawful, &c. to be yearly iſſuing out of all that the Mannor in *R*, with the appurtenances, in the County of *N.* called the Mannor of *W.* To have, perceive, take, and receive the ſaid Annuity, or yearly Rent of 22 l. to the ſaid *J. C.* and her Aſſigns from henceforth, for, and during the term of the natural life of the ſaid *J.* the ſame Annuity, or yearly Rent, to be yearly paid to the ſaid *J*, or her Aſſigns, during the life of the ſaid *J.* at the now Manſion houſe &c. in the dayes of the Feaſts &c. or on the 28. day next after every of the ſame Feaſt-dayes, between the hours &c. by even portions; The firſt payment thereof to begin on the Feaſt of the *Annunciation* of &c. next coming &c. or on the 28. day then next enſuing, and ſo from thenceforth to have continuance, and to be paid to the ſaid *J.* or her Aſſigns, at ſuch times, and in ſuch manner and form as aforeſaid, yearly during the natural life of the ſame *J*: And if it happen the ſaid annuity, or yearly rent of &c. or any part, or parcell thereof to be behind and not paid to the ſaid *J.* or her Aſſigns, according to the tenor and purport of theſe preſents, at any time, during the natural life of the ſaid *J*; That then for every ſuch default of payment thereof, or of any part thereof, the ſaid *R.* his Heirs and Aſſigns ſhall forfeit, and loſe to the ſaid *J.* her Executors, and Aſſigns, 5 l. for, and in the name of a Pain: And that then, and at all times, ſo often as any ſuch default ſhall happen, from thenceforth it ſhall and may be lawful to, and for, the ſaid *J. C.* her Executors and Aſſigns, into the ſaid Mannor of *W.* with the Appurtenances, and other the Premiſſes, and into all and any part thereof to enter and diſtrain, as well for the ſaid annuity and yearly Rent, and all arrearages thereof, as alſo for all, and every pain and pains aforeſaid ſo to be forfeited as aforeſaid, and all arrearages thereof, and all and every Diſtreſs and Diſtreſſes in the Premiſſes, or any part thereof to be found, lawfully and quietly to take, lead, bear, drive, and carry away, and with them to hold and keep, untill of the ſaid yearly Rent, and pain and pains aforeſaid, and all arrearages thereof, together with all their coſts and damages in that behalf to be ſuſtained, they ſhall be paid and ſatisfied.

And the ſaid *R.F.* for him &c. doth covenant &c. in manner and form &c. That the ſaid Mannor of *W.* with the Appurtenances, ſhall be, and continue at all times chargeable and lyable to all and every the Diſtreſs and Diſtreſſes of the ſaid *J.* and her Aſſigns, according to the purport and intent of theſe preſents, there to be had and taken at any time, for default of payment of the ſaid annuity, and pain and pains aforeſaid, to be forfeited, as is aforeſaid, or any part thereof.

And

And alſo, That during the natural life of the ſaid *J.* the ſaid Mannors and other the Premiſſes ſhall be and continue of the clear yearly value of 26 l. of &c. over and above all Repriſes: And that he the ſaid *R. F.* now is the very true, perfect, lawful and ſole Owner of the ſaid Mannor of *W*, with the Appurtenances, and of every part and parcell thereof, a good, lawful, and ſure Eſtate of Inheritance in Fee-ſimple, or Fee-tail, generally to his own only uſe.

And moreover, That the ſaid *R. F.* and his Heirs, if it ſhall be found hereafter, that the aſſurance of the ſaid Annuity by theſe preſents made, ſhall not be a full and ſufficient aſſurance thereof to the ſaid *J. C.* in form aforeſaid; That then upon notice thereof given, and requeſt made to the ſaid *R.* or his Heirs, by the ſaid *J.* or her Aſſigns: The ſame *R.* or his heirs, ſhall at their own coſts and charges in the Law, make all ſuch further aſſurance to the ſaid *J.* of the ſaid Annuity, for the term of her natural life only as by her, or her Learned Councell, ſhall be lawfully, and reaſonably deviſed, adviſed, and required. *In witneſſe, &c.*

A Grant of an Annuity to a Man and his Wife for their lives, iſſuing out of Land, with very good Covenants.

THis *Indenture* made, &c. Between Sir *S. M.* of *E.* in the County of *C.* Knight, on the one party, and *R. K.* Citizen and Goldſmith of *L*; and *S.* his Wife, on the other party; *Witneſſeth*, That the ſaid Sir *S. M.* for a certain competent ſum of lawful, &c. to him before-hand paid by the ſaid *R. E*, hath given and granted, and by theſe preſents for him, and his Heirs, doth give, grant, and confirm to the ſaid *R. E.* and *S.* his Wife, one Annuity, or yearly Rent of 80 l. of, &c. to be going and iſſuing out of the Mannors of *E. D.* and *B.* in the ſaid County of *C.* and great *M.* in the ſaid County of *W. To have*, hold, levy, and yearly perceive, receive, take, and enjoy the ſaid Annuity or yearly Rent of 80 l. to the ſaid *R. F.* and *S.* his wife, and their Aſſigns, from the laſt day of *S.* next enſuing the date hereof, for, and during the term of the natural lives of the ſaid *R.* and *S.* and the term of the natural life of the longer liver of them; the ſame annuity or yearly rent to be yearly paid to the ſaid *R.* and *S*, and the Survivor of them and their Aſſigns, during the life of the longer liver of the ſame *R.* and *S*, and the life of the longer liver of them at the place where the Font-ſtone ſtandeth within the Temple Church in the Suburbs of the City of *L.* on the 22. day of *N.* and the 22. day of *J.* between the hours of 1. and 3. of the clock in the afternoon of every of the ſame ſeveral dayes yearly by even and equal portions, the firſt payment thereof to begin, and to be made on the 22. day of *N.* next coming: And if it ſhall happen the ſaid Annuity or yearly Rent of 80 l. or any part thereof to be behind and not paid to the ſaid *R. E.* and *S.* his Wife, or their *Grant.*

their assigns, according to the tenor and purport of these presents at any time during the lives of the said *R.* and *S.* or the life of the longer liver of them, that then for every such default of payment thereof, or of any part thereof, the said Sir *S.M.* his heirs or assigns shall forfeit and lose to the said *R.* and *S.* and the survivors of them, their executors and assigns, &c. of lawful, &c. for, and in the name of a Pain: and that then at all times, and so often as any such default shall happen from thenceforth, it shall, and may be lawful to, and for the said *R.* and *S.* and the Survivor of them and their Executors and Assigns, into all and every the said Mannors, Messuages, Lands, Tenements, and Hereditaments, or any part thereof, to enter and distrein as well for the said annuity and yearly rent, and all arrearages thereof, as also for all and every pain and pains aforesaid, so to be forfeited as aforesaid, and all arrearages thereof, and every distress and distresses in the premisses, or any part thereof to be found, lawfully and quietly to take, lead, bear, drive, and carry away, and them to hold and keep untill all of the said yearly rent and pain and pains aforesaid, so to be forfeited as aforesaid, and all arrearages thereof, together with all their costs and damages in that behalf to be sustained, they shall be paid and satisfied; and that if every such distress and distresses so to be taken, as is aforesaid, shall not (from time to time so often as any such shall be taken) be redeemed from the said *R.* and *S.* and the Survivor of them, their Executors and Assigns, within the space of 10. daies next after the taking thereof, that then it shall, and may be lawful to, and for the said *R. S.* and the Survivor of them and their assigns, to make sale of all and every such distresse and distresses, as aforesaid, and thereof to have, levy, and to enjoy the arrearages of the said yearly Rent and payments of the pain and pains aforesaid forfeited, as aforesaid, without molestation, impeachment, or vexation of any person or persons whatsoever. *And* the said Sir *S.M.* for him, his Heirs, Executors, Administrators and Assigns, and every of them, doth Covenant and Grant, to, and with the said *R. E.* and *S.* and the Survivor of them, their Executors, Administrators and Assigns, and every of them by these presents in manner following; That is to say, That he the said Sir *S.M.* now at the time of the ensealing and delivery of these presents, is, and standeth lawfully and solely seised of a good, perfect, sure, and absolute state in the Law in possession in his demesne, as of Fee-simple, without any condition to the only use of himself and his heirs, of, and in the said Mannors of *E. D.* and *B.* with their appurtenances in the County of *C.* and of the said Mannor of great *M.* with the Appurtenances in the County of *W*: And that during the life of the longer liver of the said *R.* and *S.* the said Mannors with the appurtenances in the County of *W.* shall be and continue to the said Sir *S.M.* his Heirs and Assigns, of the clear yearly value of 50 l. of lawful, &c. or above, beyond all charges and reprises; and that also during the same time, the said Mannors with the Appurtenances in the County of *C.* shall be, and continue to the said Sir *S.* his heirs and assigns, of the clear yearly value of one 100 l. of &c. or above, beyond all charges and reprises: And the said Mannors, Messuages, Lands, Tenements and Hereditaments, and all other the premisses with their appurtenances and hereditaments,

reditaments, and every part thereof, ſituate, lying, or being within the ſaid Counties of *C.* and *W.* or either of them, during the natural lives of the ſaid *R.* and *S.* and the life of the longer liver of them from time to time ſhall be, and ſtand liable, chargeable, and ſufficient to all and every the diſtreſs and diſtreſſes of the ſaid *R.* and *S.* his wife, or either of them, their aſſigns, and the aſſigns of either of them, ſo often as any occaſion of diſtreſs ſhall be given to them, or any of them by the true meaning of theſe preſents. *And further*, That the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all and ſingular other the premiſſes with their appurtenances now are, and during the life of the longer liver of the ſaid *R.* and *S.* ſhall be, and ſtand clearly diſcharged and acquitted, or otherwiſe ſufficiently ſaved harmleſs of, and from all ſingular Grants, Titles, States and Encumbrances whatſoever, which, contrary to the intent and true meaning of theſe preſents, ſhall, or may barr, avoid, prejudice, or hinder the ſaid *R. E.* and *S.* or either of them, or their aſſigns, or the aſſigns of either of them, to have, take, and perceive, receive, levy, diſtrain for, and enjoy, the ſaid Annuity and yearly Rent, or any part thereof, and the pain or pains aforeſaid, or any part thereof (if any ſuch happen to be forfeited.) *And moreover*, that the ſaid *R.* and *S.* during their lives, and the longer liver of them, during his, or her life, ſhall be well and truly contented and paid the ſaid Annuity or yearly Rent of thirty pounds, and every part thereof, according to the intent and true meaning of theſe preſents, without any Fraud or Covin. *And*, the ſaid *R. E.* for him, his Executors and Adminiſtrators, doth covenant and grant to, and with, Sir *S. M.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, That, if the ſaid Sir *S.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do well and truly hold, obſerve, perform, fulfill, and keep, all and ſingular Covenants, Grants, and Articles aboveſaid, for the part of the ſaid Sir *S.* his Heirs, Executors, Adminiſtrators, and Aſſigns to be holden, fulfilled, performed, or kept; That then one Recognizance, or Writing Obligatory, bearing the date of theſe preſents, knowledged before the Lord Mayor of the City of *Y.* according to the form preſcribed by the Statute, of late made and provided, for recovery of Debts wherein the ſaid Sir *S.* and *C. M.* Eſquire, Son and Heir apparant of the ſaid Sir *S.* do ſtand bound to the ſaid *R. E.* in the ſum of 800 l. ſhall be clearly void and fruſtrate; Or elſe, the ſame Recognizance, or Writing Obligatory, to ſtand and abide in all his force, effect, ſtrength, and virtue; any thing in theſe preſents ſpecified or contained, to the contrary thereof in any wiſe notwithſtanding. *In witneſſe &c.*

An Annuity granted for two Lives, with the Inheritance of Land assured to the payment thereof.

THis *Indenture*, &c. Between *R.I.* and *W.I.* &c. on the one party, and *E.S.* and *A.* his wife, on the other party; *Witnesseth*, That the said *R.* and *W.* for, and in consideration of the sum of &c. whereof &c. have given and granted, and by these presents, for them, their Heirs, Executors, and Administrators, do give and grant to the said *E.S.* and *A.* his wife, one Annuity of 100 l. &c. by the said *R.* and *W.* their Heirs, Executors, Administrators, or Assigns, or by some of them, from henceforth yearly to be paid to the said *E.* and *A*, and their assigns, and to the Survivor of them, and the assign of the Survivor of them, by, and during all the term of the natural life of the said *E.* and *A*, and the natural life of the longer liver of them, at, or within the tendring house &c. or at the place where the said tendring house now standeth, at two equal payments in every year, in manner and form following; *viz.* On the 28. day of *O.* between the hours of &c. 50 l. and on the 28. day of *A.* between the like hours in the afternoon of the same day, 50 l: The first payment thereof to begin and to be made on the 28. day of *O.* next, &c. and so from thenceforth to have continuance, and yearly to be paid to the said *E.* and *A.* and the longer liver of them every year, upon the said dayes, and within the said times, and at the said place, during the natural lives of the said *E.* & *A.* and the natural life of the longer liver of them. *And* for a good and certain assurance and surety to be had and made to the said *E.* and *A.* his wife, of, and for, the said Annuity and yearly payment of 100 l. to them, and to the Survivor of them, well and truly to be made every year, during their natural lives, and during the natural life of the longer liver of them, according to the tenor, effect, and true meaning of these presents: The said *R.F.* hath given, granted, bargained and sold, and by these presents doth clearly and fully bargain and sell unto the said *E.* and *A.* his wife, and to their Heirs, and Assigns, all that Mannor &c. and all and singular Messuages, Lands, Tenements, Woods, Under-woods, and Hereditaments to the said Mannors, &c. and all and singular Courts, &c. and all the Right, &c. *To have and to hold*, the said Mannors, Messuages, &c. to the said *E.* and *A.* his wife, their Heirs and Assigns, to the only use of the said *E.* and *A.* their Heirs, and Assigns.

And the said *W.I.* hath given &c. unto the said *E.* & *A.* his wife, and to their Heirs and Assigns, all and singular Mannors, Messuages, Lands, Tenements, Woods, Under-woods, Rents, Reversions, Services, Profits, Commodities, and Hereditaments, which the said *W.I.* hath, or ought to have, within the Parish and Fields of *C.* in the County of *S.* to have, &c. *ut prædicta.*

Provided always, and it is conditioned, granted, and concluded, and agreed by, and between the said parties to these presents, for themselves, their

their Heirs, &c. by theſe preſents, That if the ſaid *R. I.* or *W. I.* or either of them, or the Heirs &c. do well and truly content and pay, or cauſe &c. the ſaid *E.* and *A.* and to the Survivors of them, and their Aſſigns, and the Aſſigns of the Survivors of them, the ſaid Annuity and yearly payment of 100 *l.* at two equall payments every year, yearly, during the naturall life of the ſaid *E.* and *A.* and the naturall life of the longer liver of them, on the 28th. of *O.* and on the 28th. of *A.* from thenceforth at the place and between the hours therefore limited and appointed, in, and by theſe preſent Indentures: And if it ſhall happen the ſaid *E.* and *A.* nor either of them, nor any other authorized by, and from them, or either of them to be preſent, at the place and times limitted and appointed for the payment of the ſaid Annuity, ready to receive the ſaid payment; Then if the ſaid *R.* and *W.* their Heirs, Executors, and Aſſigns, or one of them; do upon demand to be therefore made at the now Manſion houſe of the ſaid *R. I.* at &c. by the ſaid *E.* and *A.* or any other authorized for them, or for one of them, at, and upon the 10th. day next after any of the ſaid daies and times before limited and appointed for the payment of the ſaid yearly Annuity, pay or cauſe &c. to the ſaid *E.* and *A.* or their lawful Aſſign or Attorny, ſo much of the ſaid yearly payment or Annuity as then ſhall be behind, and unpaid, and all the Arrearages of the ſame: Then the Gift, Grant, Bargain, and Sale, made of the ſaid Mannors, Meſſuages, Lands, and Tenements, and all other the Premiſſes by theſe preſents bargained and ſold to the ſaid *E.* and *A.* and to their Heirs, ſhall be clearly and utterly void and fruſtrate to all intents and purpoſes, as though the ſame had never been made: And that then, and from thenceforth it ſhall be lawfull to, and for the ſaid *R.* and *W.* their Heirs and Aſſigns, to enter into the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, by them ſeverally bargained and ſold by theſe preſents as aforeſaid, and the ſame to have again, and repoſſeſſe as in their ſeverall former Eſtates, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. And that then, and from thenceforth, the ſaid *E.* and *A.* and their Heirs, and all and every perſon and perſons to be ſeiſed of the Premiſſes, or any part thereof by, from or under the ſtate of the ſaid *E.* and *A.* or either of them ſhall ſtand and be ſeiſed of the ſaid Mannors &c, in the ſaid County of *D.* to the only uſe and behoof of the ſaid *R. I.* and of his Heirs, and to none other uſe, or uſes, whatſoever, and of the ſaid Mannors, Meſſuages &c. in the ſaid County of *S.* to the only uſe of the ſaid *W. I.* and of his Heirs, and to none other uſe or uſes whatſoever; And that then alſo all aſſurances to be made of the Premiſſes, and of every parcell thereof, ſhall be to the ſaid laſt recited ſeverall uſes, and to none other.

And the ſaid *R.* and *W.* for themſelves &c. do Covenant and grant, and either of them Covenanteth &c. in manner and form &c. *viz.* That the ſaid *I.* at the time of the enſealing and delivery of theſe preſents, is the true and lawfull Owner of the ſaid Mannors of &c. and Premiſſes in his own Right, and to his own uſe is, and ſtandeth, lawfully and ſolely ſeiſed in his Demeſne as of Fee ſimple, without any Condition, Mortgage, Limitation of Uſe, or Uſes.

And that he hath good Right, Power, and Authority, to give, grant, bargain, ſell, and aſſure the ſaid Mannors, and all other the Premiſſes in *&c.* to the ſaid *E.* and *A.* and to their Heirs and Aſſigns, in form aforeſaid.

And further, That the ſaid *W. F.* hath power to ſell, and is ſolely ſeized in the Mannors, *&c.* in *&c. in forma Præ limitata.* And alſo, that the ſaid Mannors, and other the Premiſſes in *&c.* and the ſaid Meſſuages *&c.* in *&c.* now are, and from, and after any default of payment of the ſaid Annuity, or any part thereof, happning contrary to the form and effect aforeſaid, ſhall be, ſtand, and continue to the ſaid *E.* and *A.* and to their Heirs and Aſſigns for ever, clear and free diſcharged, exonerated, and acquitted, or otherwiſe by the ſaid *R.* and *W.* or their Heirs, or by one of them, and his Heirs, from time to time, and at all times, ſufficiently ſaved harmleſs of, and from all and ſingular former Grants, Bargains, Sales, Leaſes, Charges, Eſtates, Titles, Fine, and Fines, for Alienation by theſe Preſents, Joyntures, Dowers, Amerciaments, Arrerages of Rents, and all other Incumbrances whatſoever, the chief Rents and Services to be due and payable to the chief Lord, or Lords of the Fee, or Fees of the Premiſſe, in reſpect of the Seigniory onely, and all Eſtates and Grants made and granted for one, two or three lives of the Premiſſes, according to the cuſtome of the ſaid Mannors *&c.* And alſo one Leaſe *&c.* And alſo all Eſtates and Grants heretofore made and granted of the Cuſtomary and Copy-hold Lands, Tenements, and Hereditaments in *C.* aforeſaid, or of any part thereof, for tearm of one, two, or three lives; upon all which Grants, Leaſes, and Eſtates, the old and ancient yearly Rents and Services, or more, have been reſerved; and from henceforth, during the ſeveral continuances in the ſaid Leaſes and Eſtates, to be due and payable to the Owner, and Owners of the Reverſion of the Premiſſes onely except and fore-priſed.

And further, The ſaid *R. F.* and *W. F.* covenant &c. that if it do fortune, that the ſaid Annuity, and yearly payment of 100 *l.* and every part thereof, be not well and truly contented and paid to the ſaid &c. and to their Aſſigns, and to the Survivor of them, and to the Aſſigns of the Survivor of them, during the tearm, &c. according to the tenour and purport of theſe Preſents, that then, and at the time of ſuch default made in payment thereof, or of any part thereof; and from thenceforth for ever, the ſaid Mannors and Premiſſes in *B.* &c. ſhall, or lawfully may be, and continue to the ſaid *E.* and *A.* and to their Heirs and Aſſigns, of the clear yearly value of &c. of old and ancient Rent not inhaunced or improved, at any time or times, within the tearm of 20 years now laſt paſt, over and above all Charges or Repriſes; and alſo that then, and from, and after the time of ſuch default made in the payment of the ſaid Annuity, or any part thereof, as is aforeſaid; and from henceforth for ever the ſaid Meſſuages, Lands, Tenements, and Hereditaments in *C.* &c. ſhall be of the yearly value of &c. and that the ſame Lands, Tenements, and Hereditaments in *C.* aforeſaid, now be let and leaſed for the yearly Rent of &c. and ſo the ſame being holden and farmed.

And further, That then, and for ever after the time of any ſuch default ſo happning in payment of the ſaid Annuity of 100 *l.* and any part thereof,

as

as is aforeſaid: The ſaid *E.* and *A* their Heirs, and Aſſigns, ſhall, or may lawfully have, hold, and enjoy the ſaid Mannors Meſſuages &c. by theſe preſents bargained &c. And then alſo from thenceforth ſhall or may lawfully have, take, perceive, receive and enjoy all and ſingular the Rents, Iſſues, and Profits thereof, and of every part thereof, to, and for the only commodity, uſe, and behoof of the ſaid *E.* and *A.* and of their Heirs and Aſſigns, for ever.

Here followeth an Article for delivery of the Evidence upon default.

Provided always, that if the ſaid *R. I.* and *W. I.* their Heirs and Aſſigns, or any of them ſhall happen not to make true payment to the ſaid *E.* and *A.* and their Aſſigns, and to the Survivour of them and his Aſſigns of the ſaid Annuity, or yearly payment of &c. by, and during the term of the naturall lives of the ſaid *E.* and *A.* and the life of the longer liver of them, according to the tenor and true meaning of theſe preſents, but ſhall make default in payment thereof, or of any part thereof, ſo that the ſaid *E.* and *A.* and their Aſſigns by reaſon of the ſaid default, ſhall, or lawfully may from thenceforth, poſſeſſe and hold the ſaid Mannors &c. and other the above bargained Premiſſes, and have, enjoy, perceive, and take, the Rents, Revenues, Iſſues, and profits thereof, according to the intent, purport, and true meaning above expreſſed and declared in theſe preſents, That then the ſaid Annuity, or yearly payment of 100 *l.* by theſe preſents above bargained to the ſaid *E.* and *A.* his wife, ſhall ceaſe, determine, and be no longer paid.

A Covenant here followeth for making aſſurance, &c. of the premiſſes, to be conveyed and made ſure to the ſaid *E.* and *A.* &c. and to their Heirs, and Aſſigns according to the true meaning of theſe preſents, and upon the conditions therein contained, and not otherwiſe; ſo as the ſaid demiſe, aſſurance, or aſſurances extend not to take away or diminiſh ſuch intereſt and eſtate as the ſaid *R.* and *W.* have or either of them, or the Heirs and Aſſigns, of either of them, is, or are of right to have in the premiſſes; And ſo alſo as the ſame extend not to take away, or to impair any ſuch Leaſe or intereſt for term of years, as the ſaid *R.* and *W.* or either of them, in the mean time ſhall have of the Grant and Demiſe of the ſaid *E.* and *A.* or either of them, nor any Rent, or profit which they are to have by reaſon of any ſuch Demiſe.

[Here followeth a Covenant for making abſolute Aſſurance after breach of payment of the Annuity:

And then a Covenant on Mr. *S.* his part for giving an Acquittance upon every payment of the ſaid Annuity made according to the tenor of this Indenture.] *In witneſſe, &c.*

An Annuity ſettled by Fine and Recovery.

THis *Indenture* &c. between *A. W.* of *O.* in the County of *L.* Gent. on the one party, And *N. S.* of *C.* in the County of *M.* Gent. on the other party, *Witneſſeth*, That the ſaid *A. W.* for the conſideration of the ſum of 500 *l.* of &c. in hand, at and before the enſealing and delivery of theſe preſents, paid by the ſaid *N. S.* whereof and wherewith the ſaid *A. W.* doth acknowledge himſelf fully ſatisfied, and paid, by theſe preſents hath Covenanted and granted; and now by theſe preſents doth covenant and grant for him, his Heirs, Executors, Adminiſtrators and Aſſigns, to, and with, the ſaid *N. S.* his Heirs, Executors, Adminiſtrators and Aſſigns and every of them, that the ſaid *A. W.* and his Heirs ſhall at the equall and indifferent coſts and charges in the Law of the ſaid *A. W.* and *N. S.* their Heirs and Aſſigns before the end of *Trinity* Terme next enſuing the date of theſe preſents acknowledge and levy one Fine, *Sur conuſaunce de droit come ceo que ill adde ſon done*, in due form of Law unto the ſaid *N. S.* and his Heirs of all that the Mannor of *C.* in the ſaid County of *L.* and of all the Lands, Tenements, with the Appurtenances of the ſaid *A. W.* in *C.* aforeſaid with Warrantie to the ſaid *N. S.* and his Heirs and Aſſigns againſt all perſons: which ſaid Fine, hereafter to be levied in form aforeſaid, ſhall be to the uſe of the ſaid *N. S.* and his Heirs, to that end that a perfect Recovery may hereafter be had and ſuffered of the Premiſſes with double Voucher unto the uſes hereafter in theſe preſents expreſſed.

And the ſaid *N. S.* for him his Heirs, Executors, and Adminiſtrators doth Covenant and grant to, and with, the ſaid *A. W.* his Heirs, Executors, and Aſſigns, by theſe preſents; That he the ſaid *N. S.* at the equall and indifferent coſts and charges in the Law of the ſaid *N. S.* and *A. W.* ſhall permit and ſuffer one *I. L.* Eſquire and *W. O.* Gent. immediatly or ſoon after the levying or Execution of the ſaid Fine to commence, perſue, and proſecute one Writ of (*Entry Sur diſſeiſin in le poſt*, againſt the ſaid *N. S.* of the ſaid Mannor, and other Premiſſes with the Appurtenances, unto which ſaid Writ of (*Entry Sur diſſeiſin in le poſt*.) the ſaid *N. S.* either in his proper perſon or elſe by his Attorny or Attornies, lawfully authorized thereunto, ſhall with convenient ſpeed appear and vouch over to Warrant the ſaid *A. W.* who ſhall likewiſe preſently enter in to Warrant and vouch over the common Vouchee, which ſaid common Vouchee ſhall likewiſe enter in to Warrantize, and forthwith imparle and after imparlance ſhall depart from the ſaid Court, ſo that a perfect Recovery ſhall be had thereby according to ſuch order and form as in common Recoveries with voucher is uſed and that the ſaid Recovery of the premiſſes with the Appurtenances, hereafter to be had in form aforeſaid, ſhall be and enure. And the ſaid *I. L.* and *W. O.* and their Heirs, and all and every other perſon or perſons, which ſhall ſtand ſeized of the premiſ-

ſes

ſes, or any part thereof after the ſaid Recovery ſhall ſtand, remain, and be ſeiſed of the premiſſes and every parcell of the ſame unto the uſes, behoofs, intents and purpoſes, hereafter in theſe preſents ſpecified, mentioned and declared, and to no other uſe, intent or purpoſe. That is to ſay, To the uſe of the ſaid *A. W.* his Heirs, and Aſſigns, for and during ſo long time as the ſaid *A. W.* his Heirs and Aſſigns, ſhall and will, well and truly content, and pay or cauſe to be paid the ſum of 100. *l.* of &c. yearly unto the ſaid *N. S.* and his Aſſigns or to any of them, in ſuch ſort, manner, and form as is hereafter expreſſed and declared; That is to ſay, at or upon the Feaſt of &c. of lawfull *Engliſh* mony, at the Royall *Exchange* in *L.* in the place there commonly uſed and appointed for payment of mony, and at or upon &c. 40. *l.* of like lawfull mony of *England* at the ſame place: and ſo and from thenceforth on either of the ſaid Feaſt dayes, or within 6 weeks next after either of the ſaid Feaſt dayes, during the naturall Life of the ſaid *N. S.* at the place aforeſaid.

Provided alwayes, and it is upon the conſideration and Agreement before recited, covenanted, condeſcended and agreed between the ſaid parties, That if the ſaid *N. S.* happen to dye within the ſpace of 6 years next enſuing the date of theſe preſents, that then the Premiſſes with the Appurtenances, ſhall be to the uſe of the ſaid *A. W.* and his Heirs ſo long as the ſaid *A. W.* after the death of the ſaid *N. S.* ſhall well and truly content and pay or cauſe to be paid, yearly in ſuch ſort, manner, and form, as is aboveſaid for ſo much of the ſaid 6 years, as ſhall be at the time of the Death of the ſaid *N. S.* behind to come and unexpired, to ſuch perſon or perſons as he the ſaid *N. S.* by his laſt Will or Teſtament in writing or any other Act or Deed in writing done and executed in his Life time, ſhall aſſigne or appoint to receive the ſame: So that the ſaid perſon ſo appointed, to have, and receive the ſame, doe ſhew the hand and Seal of the Maior of the City of *L.* for the time then being, unto the ſaid *A. W.* his Heirs, Executors, or Aſſigns, teſtifying that he is the perſon to whom the ſaid *N. S.* hath given the ſaid mony; and after the end of the aforeſaid 6 years; That then the Premiſſes with the Appurtenances ſhall be unto the uſe of the ſaid *A. W.* his Heirs, ſo long as the ſaid *A. W.* his Heirs, or Aſſigns, ſhall well and truly pay or cauſe to be paid at the Feaſts dayes, and place aforſaid, in manner and forme as aforeſaid to ſuch perſons as he the ſaid *N. S.* ſhall appoint by his laſt Will and Teſtament, in writing, or by any other Act or Deed in writing done, executed or made in the Life of the ſaid *N. S.* within 6 years next after the date of theſe preſents, for and during the Life of the ſaid perſon ſo aſſigned or appointed to receive the ſame, ſo that the ſaid perſon ſo appointed to have and receive the ſame, doe ſhew the hand and Seal of the Maior of the City of *L.* for the time being, unto the ſaid *A. W.* his Heirs, or Aſſigns, teſtifying, that he is the perſon to whom the ſaid *N. S.* hath given the ſaid money to have and receive, the ſame immediatly after the death of the ſaid *N. S.* for and during the the life of the ſaid perſon, if he ſhal over-live the ſaid *N. S.* Proviſo.

Provided alwayes, and it is upon the Conſideration aforeſaid covenanted, Proviſo.

concluded, condescended, and agreed between the said *A. W.* and the said *N. S.* That if any default of payment of the said sum of 100 *l.* or any part thereof shall be hereafter at any of the said Feast-daies in which the same or any part thereof ought to be paid as aforesaid, and that the said yearly sum or any part thereof, shall also by the spaice of 10 weeks next and immediatly following and ensuing any of the foresaid Feasts or daies, remain or be behind uncontented, unsatisfied, or unpaid; That then as well the said Recovery, as also the said *A. W.* his Heirs and Assigns, and all and every other person or persons, which after the said Recovery shall stand to be seized of the Premisses or any parcell thereof, shall stand, continue, remaine and abide and be seized for evermore to the use of *N. S.* his Heirs, and Assigns, for ever, and to no other use, intent, or purpose. Any thing in these presents contained to the contrary in any wise notwithstanding.

To be lawfully seised.

And, the said *A. W.* for him, his Heirs, Executors, and Administrators, doth covenant and grant by these presents to, and with, the said *N. S.* his Heirs, and Assigns, That he the said *A. W.* now is and also at the knowledging and levying of the said Fine, hereafter to be levied in form aforesaid, shall be lawfully and right fully seized of the said Mannor, and other the Premisses with the Appurtenances either in Fee-simple or in Fee-tail general to his own only use, without any condition or limitation of use and uses; and that the Reversion or remainder of the Premisses, or of any parcell or member thereof now is not in the Kings Majestie.

And further, The said *A. W.* doth by these presents covenant and grant to and with, the said *N. S.* his Heirs and Assigns that the said Mannor and other the Premisses with the Appurtenances shall or may (if at any time hereafter the said *A. W.* his Heirs or Assigns, do fail or make default of or in payment of the said sum of 100*l.* contrary to the true meaning of these presents, so that the use of the said Mannor, and all and singular the other Premisses shall thereby be unto the use of the said *N. S.* his Heirs and Assigns) remain, continue, and be for evermore freely and cleerly acquitted, exonerated and discharged, or otherwise upon reasonable Request or demand hereafter to be made, well and sufficiently saved and kept harmlesse, of and from all and singular former Bargaines, Sales, Gifts, Grants, Fines, Feoffments, Alienations; Recovery, Joynture, Dowers, Statutes Merchant, and of the Staple, Recognizances, Uses, Wills, Intails, Leases, Judgments, Condemnations, Pensions, Arrearages of Rents, Fees, Annuities, Rent-charges, Rent-Secke, and of, and from all other Charges and Incumbrances whatsoever.

And, The said *A. W.* doth further Covenant, and grant for him, his Heirs, Executors, and Administrators, to, and with, the said *N. S.* his Heirs, and Assigns, by these presents in manner and form following: That is to say, that if the said yearly sum of 100*l.* be not hereafter well and truly contented and paid in manner and form as is in these presents expressed according to the purport, true intent, and meaning of these presents, So that the use limited to the said *A. W.* shall end, cease, and determine; That then the

said

ſaid *A. W.* his Heirs Aſſigns, and all other perſon or perſons, any thing having, lawfully claiming or pretending to have, of, in, to, or out of, the Premiſſes or any part thereof any Eſtate, Right, Title, or Intereſt, ſhall upon reaſonable Requeſt of the ſaid *N. S.* his Heirs and Aſſigns, at any time within 5 years after the end and determination of the uſe afore-limited or appointed to the ſaid *A. W.* his Heirs, or Aſſigns, do, make, knowledge, or ſuffer to be made, done, knowledged and executed all and every ſuch further Act or Acts, Deedor Deeds, for the further or more aſſuring and ſure making of the Premiſſes unto the ſaid *N. S.* his Heirs and Aſſigns, for ever, unto the uſe of the ſaid *N.* his Heirs or Aſſigns; be it by Recovery or Recoveries, with Vouchee or Vouchees, Deed or Deeds, Inrolled or not Inrolled, Inrollment of theſe preſent Indenture, Fine, Feoffment Releaſe or Confirmation with Warrantie againſt all perſons, or by all, every or any of the ſaid waies or means, as ſhall be reaſonably deviſed or adviſed by the ſaid *N. S.* his Heirs or Aſſigns, or by his or their learned Councel in the Law, at the only Coſts and Charges in the Law, of the ſaid *N. S.* his Heirs or Aſſigns. And that the Premiſſes immediately from and after the determination, ending or ceaſing of the ſaid uſe limited to the ſaid *A. W.* his Heirs, and Aſſigns, of and in the premiſſes, ſhall be, remain and continue unto, the ſaid *N. S.* his Heirs, Executors, and Aſſigns, for evermore, of the cleer yeerly value of 100 *l.* over and above all Charges and repriſes. *In witneſſe, &c.*

To continue for ever of the cleer yearly value of 100 *l.* over and above all Charges.

A Clauſe in a Deed of Annuity whereby the Grantees are enabled to ſell the Diſtreſſe, if it be not redeemed by a day.

AND the Granter Covenanteth with the Grantees, *&c.* That if every ſuch Diſtreſſe, and Diſtreſſes to be taken as aforeſaid, ſhall not from time to time ſo often as any ſuch ſhall be taken, be redeemed from the ſaid *R.* and *S.* and the Survivor of them, their Executors, or Aſſignes, withinthe ſpace of *&c.* next after the taking thereof, That then it ſhall, and may belawfull, to, and for the ſaid, *&c.* to make Sale of all, and every ſuch Diſtreſſe and Diſtreſſes, as foreſaid, and thereof to have, levy, and enjoy the Arrerages of the ſaid yearly Rent and Payments of the pain and pains aforeſaid forfeited as aforeſaid, without any moleſtation, vexation, or impediment of any perſon, or perſons whatſoever.

A Clauſe to ſell a Diſtreſſe.

A Covenant for giving an acquittance upon every payment of an Annuity.

A Covenant to give an Acquittance.

AND the ſaid *J. S.* and *A.* his wife, for themſelves, their Executors, &c. do covenant, &c. that the ſaid *J.* and *A.* his wife, and their Aſſigns, upon the receipt of every payment of the ſaid Annuity to them, or any of them hereafter to be made, according to the tenor and true meaning of theſe preſents, ſhall, and will, upon requeſt therefore to be made, deliver a Writing under their hand and Seal, plainly teſtifying and reporting the ſame receipt and payment from time to time, ſo often as the ſaid *J.* or *A.* or their Aſſigns, ſhall receive any ſuch payment.

A Clauſe for putting one in poſſeſſion of an Annuity.

AND the ſaid *J. H.* hath put the ſaid *I. I.* in full Poſſeſſion and Seiſin of the ſaid Annuity or yearly Rent of 40 l. for, and during all the ſaid term of 21. years, well and truly to be paid, in form aforeſaid, at the enſealing and delivery of theſe Preſents; and in part thereof, did pay and deliver to the ſaid *I. I.* one Silver Groat of lawful &c. which the ſame *J.* hath received accordingly, and folded the ſame about the labell of that part of theſe preſents, which is ſealed with the Seal of the ſaid *J. H.*

Assignments.

An Indenture of Assignment where one having had a Lease Mortgaged unto him and forfeited, he now conveyeth the same back to the first Vendor; conditionally he pay a Sum of money by a day. Note good Covenants in this Indenture.

THis *Indenture*, &c. between *J. J.* Citizen and Founder of *L.* on the one party, and *J. D.* of *E.* in the County of *K.* Gentleman, on the other party; *Witnesseth*, That where Sir *H. C.* of *C.* in the County of *W.* Knight, by his Indenture of Lease, dated &c. did demise to the said *J. D.* and his Assigns, for the term of 16 years, commencing at the Feast &c. then last past, for the yearly Rent of 16 l. of lawful &c. during the said term to be paid to the said Sir *H.* his Heirs and Assigns, all that the Scite of the Mansion place or dwelling house of his Mannor of *R. alias R.* in the County of *E.* Together with all Courts &c. and all Demesne Lands &c. to the said Scite &c. belonging, or in any wise appertaining, or at any time therefore had excepted, &c. except as in the said Indenture is excepted. And where the said *J. D.* did heretofore make sale, and bargain to the said *J. J.* of of all the said Lease, Estate, and Interest of the said *J. D.* of, and in the Premisses, for the assurance of payment of a certain sum of money by the said *J. D.* to have been paid to the said *J. J.* at a certain day now past: In the payment of which said Sum, the said *J. D.* hath clearly made default, and yet hitherto hath not paid the same, or any part thereof to the said *J. J.* or to any other for his use: By reason whereof, the said *J. D.* hath clearly forfeited all his said Lease, Estate, Interest and term of years, which he yet to come in the Premisses unto the said *J. J.* as by a former pair of Indentures thereof made heretofore between the said *J. D.* on the one party, and the said *J. J.* on the other party, bearing date &c. more at large and plainly will appear. By reason whereof the said *J. J.* now is lawfully possessed of the said Lease and other the Premisses, as of his own proper good: Yet nevertheless, at the earnest desire and request of the said *J. D.* and upon, and under, the condition, that the said *J. D.* his Executors or Administrators, do pay or cause &c. to the said *J. J.* his certain Attorney, Executors or Administrators, the Sum of &c. of lawful &c. on the 12. day of *D.* next &c. at &c. between the hours &c. of the said 12. day of *D.* next ensuing as aforesaid: The said *J. J.* hath granted, bargained, and sold, and by these presents so far as in him is, doth grant, bargain, sell, assign, and set over to the said *J. D.* for the only use of the said *J. D.* and of his Executors & Assigns, all the Lease,

Interest,

Intereſt, and term of years now to come, of, and in the ſaid Scite &c. and all other the Premiſſes above recited, in ſo large and ample manner, as the ſaid J. J. had the ſame, of the Grant, Bargain, Sale, and Aſſignment of the ſaid J. D. by the ſaid former Indenture above recited in theſe preſents.

Provided alwaies, That if the ſaid *J. D.* his Executors, and Adminiſtrators do make default, and do not pay, or cauſe &c. the ſaid ſum of &c. and every part thereof to the ſaid *J. J.* his certain Attorney, Executors, or Adminiſtrators, in manner and form as is above limited in, and by, theſe preſents; That then, and from thenceforth theſe preſents, and every thing in them contained or mentioned, for the benefit or behoof of the ſaid *J. D.* his Executors or Adminiſtrators, ſhall be as clearly and utterly fruſtrate and annihilated to all intents and purpoſes, as though the ſame had never been had nor made; Any thing in theſe preſents written or ſpecified, to the contrary thereof in any wiſe notwithſtanding.

And, The ſaid *I. I.* covenanteth, &c. That the ſaid *I. D.* and his Aſſigns, by, and under the payment of the yearly Rent reſerved of the Premiſſes in the Original Leaſe firſt above recited in theſe preſents, and under the performance and fulfilling of the Covenants and Articles therein contained, to be payable and due to be done from henceforth, untill the 12. day &c. next &c. ſhall or may without let or interruption of the ſaid *I. I.* his Executors or Aſſigns, hold and occupy the ſaid Scite, &c. and other the Premiſſes, with their appurtenances, untill the ſaid 12. &c.

And, The ſaid *I. D.* Covenanteth &c. in manner &c. That he the ſaid *J.* his Executors or Aſſigns ſhall and will from time to time, untill the ſaid 12. &c. yield and pay to the ſaid *H.* his Heirs and Aſſigns, or to his or their Bayliffs or Receivers, for the time being, all and every payment of the yearly Rent aforeſaid, for the Premiſſes by the ſaid Original Leaſe, within the ſpace of 10 dayes, next after any ſuch payment ſhall be due. And for every ſuch ſeverall payment, ſhall take and receive of the ſaid *H.* his Bayliff or Receiver for the time being, one ſeverall acquittance; and every ſuch acquittance ſhall, and will deliver, or cauſe &c. to the ſaid *I. I.* at &c. within the ſpace of 20 dayes ſeverally, next after the time wherein any of the ſaid payments of the ſaid yearly Rent, ſhall be firſt payable by the true meaning of the ſaid former Original Indenture of Leaſe.

And alſo, That the ſaid J. D. his Executors or Aſſigns, before the ſaid 12. &c. next &c. ſhall not do, procure, or ſuffer to be done, any act or thing, in, and upon the Premiſſes, or any part thereof, whereby the Eſtate, Right, or Intereſt thereof, granted and conveyed to the ſaid J. D. by the ſaid originall Indenture of Leaſe, or any part of the ſame Right or Intereſt, of, or in the Premiſſes, or any part thereof, ſhall be impaired, hurt, or forfeited.

And further, That if the ſaid J. D. his Executors and Adminiſtrators, do make default, and do not pay, or cauſe to be paid, the ſaid Sum of &c. and every part thereof, to the ſaid J. J. his Executors, Adminiſtrators, or Aſſigns, at the ſaid dwelling houſe &c. at ſuch time, and in ſuch manner and form, as for the payment thereof is above limited and appointed in theſe preſents; That then, and at all times during 3. months then next following, upon any reaſonble

reaſonable requeſt to be made by the ſaid J. J, his Executors, Adminiſtrators, or Aſſigns, at the ſaid Manſion houſe of the Mannor of *R*, the ſaid J. D. his Executors or Aſſigns, ſhall and will peaceably and quietly yield and deliver the ſaid Manno:, and all other the Premiſſes, with their Appurtenances, into the poſſeſſion of the ſaid J. J. his Executors or Aſſigns, without any manner of fraud, covin, or delay.

Provided alwayes, and the ſaid J. J. covenanteth &c. That if the ſaid J. D. his Executors or Adminiſtrators, do pay or cauſe to be paid the ſaid ſum of, &c. to the ſaid J. J. in ſuch manner and form as is above in theſe preſents therefore limited and appointed; That then, and at any time after, upon reaſonable requeſt, the ſaid J. J. his Executors, Adminiſtrators, and Aſſigns, ſhall, and will as well deliver, or cauſe to be delivered to the ſaid J. D. his Executors, or Adminiſtrators, the ſaid Original Indenture of Leaſe, whole, and uncancelled, and all former Conveyances and Bo:ds made concerning the ſame by the ſaid J. D. to the ſaid J. J. to be cancelled: As alſo ſhall upon like requeſt, and at the coſts and charges of the ſaid J. D. grant, releaſe, and re-aſſign, and convey the ſaid Scite of the ſaid &c. and all other the Premiſſes, and the ſaid original Leaſe, with warranty by covenant, for diſcharge or ſaving harmleſs the ſame upon reaſonable requeſt, of, and from all former Grants, Alienations, Leaſes, and Bargains thereof, or of any part thereof, before that time made, or to be made by the ſaid J. J. or his Executors (except only ſuch Grant and Bargain as the ſaid J. J. hath thereof made to the ſaid J. D. by theſe preſents). *In witneſſe, &c.*

An Aſſignment of a Rent reſerved upon a Leaſe.

TO *all Chriſtian people, &c.* [recite the Demiſe to the end of the *Reddendum*; and then] *Know yee*, That I the ſaid *H. F.* in conſideration &c. have given, granted, aſſigned, and ſet over, and by theſe preſents &c. as well the Counterpain of the ſaid Indenture of Leaſe, under the hand and Seal of the ſaid *R. B.* and the ſaid yearly Rent of &c. and every part and parcell thereof, and all the Arrearages of the ſame, or any part thereof, as alſo all ſuch Eſtate, Right, Title, Intereſt, Reverſion, Term, and Demand, as I the ſaid *H. F.* have, may might ſhould or ought to have, as well of, and in, the ſaid yearly Rent of &c. and every part and parcell thereof, and the Arrearages aforeſaid, by virtue of the ſaid Indenture of Leaſe, or any thing therein contained, or otherwiſe: As alſo of, in, or to the ſaid Meſſuages, &c. and all other the Premiſſes, with their Appurtenances, by the ſaid Indenture demiſed; To have, levy, perceive, and enjoy the ſaid yearly Rent of 61. 13s. 4d. and every part and parcell thereof, and all the Arrearages aforeſaid, together with the ſaid Counterpain of the Indenture aforeſaid, and alſo all the Eſtate, &c. aforeſaid, and all other the Premiſſes to the ſaid *R. B.* his Executors, &c. to the purpoſe, &c. from the day of the date hereof, for, and during all the reſidue of the ſaid term of 21. years; and for, and during all further term

and

and Interest of me the said *H.F.* yet to come in the Premisses, or any part thereof, in like, and in as large, ample, and beneficiall manner and form, to all intents and purposes, as I the said *H. F.* or my Assigns should, or might have done by force of the said Indenture, or by any other wayes or means whatsoever. *In witness, &c.*

An Assignment of a Lease of a Mannor of Rents reserved upon under-Leases thereout made, and of Bonds and Covenants made to the Vendor.

THis *Indenture*, &c. Between Sir *N.* of *L.* &c. on the one party, and *W.F.* and *M.* of *L.* on the other party; *Witnesseth*, That whereas *T.A.* Gent. Son and Heir of *T.A.* Gent. brother of the late *T.A.* L. Chancellor of *E.* by his Indenture of Lease bearing date the 23. day of *Aug An.* 4 *Ed.6.* did demise &c. to *T.F.* Gentleman, all that his Mannor of *W.F.* with the Appurtenances in the County of *E.* which he the said *T. A.* then had in reversion, after the decease of the Lady *E. A.* late wife of the above named L. *T.A.* then having the actuall possession of the said Mannors; *To have and to hold*, all and singular the said Mannors, with the Appurtenances, unto the said *T.F.* his Executors or Assigns, from the Feast of St. *Mich.* the Arch-Angel, immediately following next after the decease of the afore-named *E.A*, unto the end and term of 60. years from thence &c. yielding and paying therefore yearly unto the said *T.A.* his Heirs and Assigns, 46 l. of &c. by the year, at two terms of the year: That is to say, at the Feasts of the *Annunciation* &c. and St. *Michael* &c. by even portions, during the said Term, As by the said Indenture of Lease, &c.

And whereas the said *T.B.* by his Indenture dated 31 *Aug. predict. An.* 4. *predict.* did bargain, sell, and set over unto Sir *G.N.* Knight, Father of the said *N.* all his said Indenture of Lease of the said Mannor of *W. F.* with the Appurtenances, and all his Estate, Right, Title, Use, Interest, and term of years, which he then had to come, of, and in, the said Mannor, and all other the Premisses, by virtue of the Indenture of Lease first in these presents recited: *To have and to hold*, the said Mannor, with the Appurtenances, unto the said Sir *G.N.* his Executors and Assigns, from the Feast of Saint *M.* next and immediatly following the decease of the afore-named Lady *E. A*, unto the full end and term of all the years then to come, specified, and comprised in the said former Indenture of Lease, as by the said Indenture made of the Bargain, Sale, and Assignment aforesaid, more at large may, and will appear.

And whereas also the said Sir *G.N.* by his Poll-Deed under his Seal, dated the 27. of *April*, *An.* 12 *R.R. Car.* 2. for, and towards, the better maintenance and preferment in living of the said Sir *N.* his Son, and for other reasonable causes, him moving, did give, grant, assign, and set over unto the said Sir *N.* his Estate, Right, Interest, and term of years, of, in, and to the said Mannors,

Mannor of *W. F.* with all and ſingular his Members and Appurtenances; *To have*, hold, poſſeſs, and enjoy the ſaid Mannor, with all and ſingular the Appurtenances to the ſame belonging, to the ſaid *S.* his Executors and Aſſigns, from, and after the date of the ſaid Poll-Deed, during the reſidue of the ſaid term of &c. as by the ſaid Poll-Deed &c. The ſaid Sir *N.* for, and in conſideration of the Sum of 900 l. of lawful &c. whereof &c. Hath bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth wholly, clearly, and abſolutely bargain &c. to the ſaid *W. F.* all his Eſtate and term of years, of, and in the ſaid Mannor of *W. F.* with all and ſingular the Appurtenances, in the ſaid County of *E.* and the Right, Title, Intereſt, Reverſion, and Reverſions, Demand, and Term of years whatſoever, which the ſaid *S.* hath, or may, or ought to have, in, or to the ſaid Mannor with the Appurtenances, and every, or any part or parcel thereof, and all Leaſes, Writings, Indentures, Bonds, Exemplifications, Court-Rolls, Rentals, Eſcripts, and Mynuments whatſoever, which the ſaid Sir *N.* hath, touching or concerning the ſaid Mannor, with the Appurtenances, or any part thereof, and all and ſingular Rents, and other Profits whatſoever, reſerved upon any Leaſe or Leaſes heretofore made of the Premiſſes, or any part thereof, with all the advantages, commodities, and benefits in Law whatſoever, which lawfully may be had, uſed, or taken upon any Covenants, Grants, or Agreements, contained in the ſaid Leaſes heretofore made of the Premiſſes, or any part thereof, either by the ſaid Sir *G. N.* or the ſaid *S. N.* and of all and ſingular Bonds whatſoever, to them, or either of them, made for, or touching the premiſſes, or any part thereof; *To have, and to hold*, and alſo to poſſeſs and enjoy the ſaid Mannor, with all and ſingular the Appurtenances, and all the ſaid Eſtate, Right, Title, Intereſt, Reverſion, Reverſions, Demand, and Term of years, of the ſaid *S.* in, and to the ſame, and all the ſaid Leaſes, Writings, Indentures, Bonds, Exemplifications, Court-Rolls, Rentals, Eſcripts, and Mynuments, and all and ſingular the Rents and Profits aforeſaid, and all the advantages, commodities, and benefits aforeſaid, and all and every other the Premiſſes above-mentioned, to be bargained and ſold unto the ſaid *W. F.* his Executors, Adminiſtrators, and Aſſigns, by, and during all the reſidue of the ſaid term of 60 years, mentioned in the ſaid Original Indenture of Leaſe, and yet to come.

And, The ſaid *S. N.* for him &c. Covenanteth &c. in manner and form, &c. That the ſaid Conveyance made of the Premiſſes, from the ſaid *T. B.* to the ſaid *G. N.* and the ſaid Conveyance thereof made from the ſaid *S. G.* to the ſaid *S.* are good, lawful, and perfect Conveyances of the ſaid Mannor, and every part thereof, according to the purport and effect of the ſaid Conveyances: And that by virtue and force thereof, the ſaid *S.* at the enſealing of theſe preſents, hath lawful Right, Title, Intereſt, and Authority, to bargain, ſell, aſſign, and ſet over the Premiſſes, and every part thereof, to the ſaid *W. F.* his Executors and Aſſigns, according to the intent and true meaning of theſe preſents.

And alſo, That the ſaid Mannors, with the Appurtenances, and all, and every other the ſaid Premiſſes, at the enſealing and delivery of theſe preſents, ſhall be, and from henceforth by, and during all the reſidue of the ſaid term

of

of 60 years to come, ſhall ſtand and continue to the ſaid *W.* his Executors and Aſſigns, clearly and freely diſcharged, or otherwiſe from time to time within convenient time, after notice and warning given, kept harmleſſe by the ſaid *S.* his Heirs, Executors, or Adminiſtrators, of, and from all and ſingular former Bargains, Sales, Leaſes, Forfeitures, Re-entries, Cauſe, and Cauſes of Forfeiture, or Re-entry, Arrearages of Rents, Charges, Eſtates, Titles, and Incumbrances whatſoever, had, made, done, given, or cauſed by the ſaid *S. G.* and *S.* or either of them, and by the means or procurement of them, or either of them, or any other perſon or perſons, lawfully claiming, in, by, or from them, or any of them, the Rent, Covenants, Conditions, Premiſſes, and Agreements ſpecified in the ſaid Original Leaſes, which on, and for, the party of the ſaid *T. B.* and his Aſſigns, hereafter ſhall grow due to be paid and performed: And one Leaſe made by &c. by Indenture dated &c. unto &c. of the Capital place or chief Manſion of the ſaid Mannor, and divers parts of the ſaid Mannor, to hold to the ſaid &c. and his Aſſigns, from the Feaſt &c. to the end &c. Upon which Leaſe there is reſerved, and ſhall, or lawfully may be payable yearly during the continuance of the ſame Leaſe unto the ſaid *W. F.* and his Aſſigns, the yearly Rent of 25 l. of lawful &c. And alſo the ſeveral Eſtates made to the ſeveral Copyholders of the ſaid Mannor, according to the cuſtom of the ſaid Mannor; whereupon the old accuſtomed Rents and Services reſerved yearly to be paid and done during the ſaid Eſtates, according to the old cuſtom of the ſaid Mannor, alwaies fore-priſed and excepted.

And alſo, the ſaid *S. N.* for him &c. Covenanteth, &c. That the ſaid *W.* his Executors and Aſſigns, from henceforth ſhall, or may lawfully have, poſſeſs, and enjoy all the Right, Title, Intereſt, and Term of years of the ſaid *S. N.* of, in, and to the ſaid Mannor, with the Appurtenances, and all other the Premiſſes, with the yearly Rents and Services before mentioned, according to the ſeveral Reſervations of the ſame, without any let, diſturbance, or vexation of the ſaid *G.* and *S.* or either of them, or of any other perſon or perſons, by the means, title, or procurement of them, or either of them, (except only as before in theſe preſents is excepted:) And that the ſaid Sir *G. N.* and *S. N.* and either of them, and the Executors and Adminiſtrators of them, and either of them ſhall, and will from time to time, agree, permit, and ſuffer, that the ſaid *W.* his Executors, Adminiſtrators, and Aſſigns, at his, and their proper coſts and charges, may by all and lawful means ſue and proſecute all, and all manner of Actions, Suits, Proceſſes, and Recoveries upon, or by reaſon of any Covenants, Grants, or Agreements, by any perſon, or perſons heretofore made, either with the ſaid Sir *G.* or *S.* by any Indenture, or Writing aforeſaid, and upon, or by reaſon of any Bond, Statute, or Recognizance to them, or either of them, made for performance of the ſaid Covenants, Grants, or Agreements, or any of them, touching the ſaid Leaſes and Demiſes, or otherwiſe for any other cauſe touching the Premiſſes.

And moreover, That the ſaid Sir *G.* and *S.* their Executors, and Adminiſtrators, ſhall at all times allow and avow all and every the ſaid Actions, Suits, Proceſſes, and Recoveries in their or either of their names to be had or proſecuted,

cuted, at the only coſts and charges of the ſaid *W.* his Executors, Adminiſtrators or Aſſigns; And that all benefits and advantages coming or growing of, or by the ſaid Actions, Suits, Proceſſes, and Recoveries ſhall, and may be had and taken, and quietly enjoyed to the ſaid *W.* his Executors, Adminiſtrators, and Aſſigns, without let or impediment of the ſaid Sir *G.* and *S.* or either of them, of, or by reaſon of any Act or thing to be done, knowledged, or procured by them, or either of them, without the conſent of the ſaid *W. F.* his Executors, Adminiſtrators. And further, that they the ſaid Sir *G.* or the ſaid *S.* or either of them, have not releaſed or diſcharged any of the Bond, or Bonds, Obligations, or Recognizances, hereafrer mentioned; that is to ſay, One Recognizance inrolled in the Court of *Chancery*, knowledged by the ſaid *E. P.* and others, to the ſaid *G. N.* touching the Covenants of the Leaſe aforeſaid made *&c.* and one Obligation of *&c.* dated the *&c.* made by the ſaid *&c.*

And, The ſaid *W. F.* for him &c. covenanteth &c. That the ſaid *W.* his Executors, Adminiſtrators, or Aſſigns, at, or upon reaſonable requeſt to them, or any of them in that behalf to be made by the ſaid *T. A.* the Leaſor aforeſaid, or his Heirs, ſhall at the end of the ſaid Term of 60. years, deliver, or cauſe to be delivered to the ſaid *T. A.* his Heirs or Aſſigns, all ſuch Evidences, Court-Rolls, Mynuments, Eſcripts, and Writings, as he the ſaid *W.* his Executors or Aſſigns, have received, or ſhall receive of the ſaid *S.* his Executors or Adminiſtrators, touching the Inheritance of the Premiſſes, or any part thereof: And ſuch Court-Rolls and Rentalls, as hereafter in the mean time ſhall be made or renewed, of the Premiſſes, or any part thereof, by the ſaid *W.* his Executors, Adminiſtrators, or Aſſigns, and with them at the end of the ſaid term of 60 years, ſhall be in the cuſtody of the ſaid *W.* or his Aſſigns. *In witneſſe, &c.*

The Aſsignment of a Statute.

THis Indenture, &c. *Witneſſeth*, That whereas *W. H.* &c. by a certain Statute, or Recognizance, bearing date &c. Recogniſed and Sealed before *R. C.* Kt. then L. C. Juſtice of *England*, according to the form of the Statute late made and provided for the recovery of debts, became bound to the ſaid *W. C.* in the ſum of 100 l. of lawful &c. payable as by the ſaid Recognizance more plainly may appear, The ſaid *W. C.* for divers good conſiderations him thereunto moving, doth by theſe preſents fully and clearly Give, Grant, Alien, Aſſign, and ſet Over unto the ſaid *R. S.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoof for ever, the ſaid Recognizance, and the debt, and duty therein contained, and all and every the execution, benefit, eſtate, and intereſt that may be had, obtained, or gotten, by reaſon of the ſaid Recogniſance, or any Execution ſued out, or to be ſued out thereof: And the ſaid *W. C.* doth by theſe preſents, make, ordain, conſtitute,

ſtitute, and put in the place and places of him the ſaid *W.C.* his Executors and Adminiſtrators, and of every of them the ſaid *R.S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, the true, lawful, and irrevocable Attorney and Attorneys of him the ſaid *W.* his Executors and Adminiſtrators, and of every of them, for him and them, and in his, and their Name or Names, To ask, levy, recover, and receive of the ſaid *W.H.* his Heirs, Executors, and Adminiſtrators, and every of them, the ſaid ſum of 100 l. contained in the ſaid Recognizance, and every part thereof, and alſo to ſue Execution of the ſaid Recognizance: And alſo the ſaid *W.C.* for him, his Executors and Adminiſtrators, doth by theſe preſents give power and authority to the ſaid *R.S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, for, and in the Name and Names of him the ſaid *R.C.* his Executors and Adminiſtrators, and every of them, to do, cauſe, and procure to be done, all and every Act, and Acts, Thing and Things, that is, or are to be done, or that may be done, for, in, or about the ſuing out of Execution upon the ſaid Recogniſance, or for, or touching the obtaining or getting of the debt and duty therein contained, and every, or any part thereof, in as large ample and beneficial manner and form, as the ſame may be done, in, or by the Law.

And, The ſaid *W.C.* Covenanteth &c. in form, &c. That he the ſaid *W.* his Executors and Adminiſtrators, and every of them, ſhall, and will from time to time, and at all times hereafter, without fraud, guile, deceit, let, or interruption, ſuffer the ſaid Letter of Attorney, and the power and authority given or limited by theſe preſents, to ſtand and continue in full ſtrength, force, and effect, without any revocation, or diſannulling thereof, either directly, or indirectly; And that the ſaid *W.C.* or any other by his means conſent, authority at any time heretofore hath not done, or aſſented unto, and that he, his Executors, Adminiſtrators, or Aſſigns, or any other by his or their means, conſent, or procurement, ſhall not at any time or times hereafter without the conſent and agreement of the ſaid *R.S.* his Executors, Adminiſtrators or Aſſigns, firſt thereunto to be had in Writing under his or their Hand and Seal, or Hands and Seals, do, or conſent unto any manner, act or acts, or things whatſoever, whereby, or by reaſon whereof the ſaid Recogniſance or debt therein contained, or any part thereof, or any execution, ſuit, benefit, eſtate, or intereſt, that is, ſhall, or may be had or ſued upon, or by reaſon of the ſame Recognizance in any wiſe is, ſhall, or may be made void, releaſed, barred, diſcharged, hindered or incumbred, other then for one aſſignment over of the ſaid Statute, and a Letter of Attorney heretofore made by him the ſaid *W.* for the ſuing out of the Execution upon the ſaid Statute unto *R.C.* which is meant, mentioned, and intended not to be any breach of any Covenant, Grant, or Promiſe in theſe preſents to be contained. And that he the ſaid *R.S.* his Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall, or may by force of theſe preſents lawfully ask, levy, recover, receive, and enjoy the ſaid ſum of 100 l. and every parcel thereof, to his, and their own proper uſe and behoof, without let or interruption of the ſaid *W.C.* his Executors, Adminiſtrators, or Aſſigns, or any of them, and without any account or other thing, of or for the ſame, or any part thereof to be yielded, or demanded to, or by

him

him or them, or any of them. And that all suits, extents, and executions, estate and interest, to be had or prosecuted, or obtained, upon, or by reason of the said Recognisance, shall be, and may be, had, taken and enjoyed, to and by the said *R. S.* his Executors, and Assigns, to his and their own proper use, benefit, and behoof, notwithstanding any Act or Thing done, or to be done by him the said *W.* his Executors, or Administrators (other than before in these presents are excepted and foree-prised.) And also that he the said *R. S.* his Executors, Administrators, and, Assigns, and every of them, shall and may from time to time, and at all times hereafter, at his, and their will, liberty, and pleasure, and at his, and their costs and charges in the Law, have, take, and sue out all, and all manner of lawfull Actions, Suits, Writs, Processes, Executions, Petitions, and Demands whatsoever, by, and upon the said Recognizance, in the name of him the said *W.* his Executors, and Administrators, and every of them, against all and every person, and persons whatsoever, chargable, or to be charged, by force of the said Recognizance, in any manner whatsoever.

And further, That he the said *W. C.* his Executors and Administrators, and every of them, shall, and will, at all times hereafter, and from time to time, and at the like costs and charges of the said *R. S.* his Executors, Administrators and Assigns, avow, justifie and maintain with effect, all and every such Actions, Suits, Writs, Processes, Executions, and Demands whatsoever, which the said *R. S.* his Executors, Administrators, and Assigns, or any of them, at any time hereafter shall have, or sue out, in the name of him, the said *W.* his Executors and Administrators, or any of them, by, upon, or by reason of, the said Recognizance, without non-suing, disavowing, discontinuing, withdrawing, or discharging of the same, or any of them, unlesse the same be by, and with, the speciall consent and agreement of the said *R. S.* his Executors or Administrators in that behalf first had, and obtained in Writing under his, or their hand and Seal, or hands and Seals.

And moreover, That the said *W. C.* his Executors and Administrators, and every of them upon any reasonable request, and at the costs and charges in the Law of the said *R. S.* his Executors, Administrators, and Assigns, and every of them shall, and will, make unto him, and them such other further good and sufficient Letter, or Letters of Attorny, Assurance and Assurances, as he, or they, or his or their Councell, shall think meet and convenient for or touching the said Recognizance or any thing that shall, or may, be hid or obtained by reason or means thereof, or of any Extent or Execution thereupon to be sued:

And, The said *R. S.* covenanteth, &c. that if the said *R. S.* at any time hereafter commence any suit against any person or persons, for, or concerning the said Statute or Recognizance in the name of the said *W.* his Executors or Administrators, and shall happen in any of the said suit or suits, to be non-suit or otherwise barred, or by any order, sentence, or decree to be taken so that any costs of suits or Damages or sums of mony or other recompence shall be adjudged, awarded, decreed or ordered against the said *W.* his Executors or Assigns, in and upon the same without any wilfull act done or to be done for that intent by the said *W.* his Executors or Administrators: That then the said *W. C.* &c. shall and will bear and pay, or otherwise save harmlesse the said *W.*

Heirs, Executors, and Administrators, of and from all such costs of suit, charges, sums of mony, damages or other recompences as shall be in any such suit awarded, ordered, judged, or decreed, against the said *W.* his Executors or Administrators for, or concerning the said Statute or Recognizance, any thing in these Presents contained to the contrary thereof in any wise notwithstanding. *In witness, &c.*

An Assignment of the Execution of a Statute after the Liberate *sued out.*

THis *Indenture*, &c. Between *T. H.* on the one party, and *E. C.* on the other party; *Witnesseth*, That whereas *J. W.* the 20th. day of *Jan. Anno*, &c. by one writing obligatory, bearing date the same day and time, knowledged and sealed before, &c. according to the Statute lately provided for recovery of Debts, did knowledge himself to owe, and bind himself to pay, to the said *T. H.* the sum, &c. at the Feast, &c. Of payment of which 10 *l.* the said *J.* yet hitherto hath made clear default, and by reason thereof the said *T. A.* hath sued Execution upon the said Writing Obligatory, and thereupon in due form of Law hath extended certain houses, buildings, Lands, and Tenements, in *O.* in the County of *O.* of the yearly value of &c. whereof the said *J.* after the making and sealing of the said Writing Obligatory, was seised in his Demesne, as of Fee: All which said houses &c. by virtue of the Kings Majesties Writ of *Liberate* bearing *Test.* &c. were delivered in Execution for the said debt to the said *T. H.* on the 23d. day, &c. *To hold* to him and his Assigns, as his Free hold, untill the same debt with his costs and damages in that behalf sustained, thereupon should be fully satisfied, as by the Writ of the said Extent, and the writ of *Liberate* aforesaid, and by the return of the same Writs remaining of Record in the high Court of Chancery, more at large will appear: Now the said *T. H.* for a certain sum of mony &c. hath aliened, bargained, given, and granted, and by these presents doth alien &c. unto the said *E. C.* and his Assigns, all the Interest, Right, Estate, Title, and Term whatsoever, which the said *T. H.* hath or ought to have, in or to the said houses, &c. mentioned in the said Writ of *Liberate*, with all and singular their Appurtenances (except only one parcell thereof extended, at the yearly value of &c. only, *viz.* the Tenement in *G.* aforesaid, now or late in the Tenure or Occupation of &c.) and the said *T. H.* for the consideration aforesaid, doth by these presents give, grant, alien, bargain, and sell to the said *E. C.* as well all and singular Writings Minuments and specialties concerning the said Term, Estate and Interest, which the said *T. H.* hath in the Premisses; as also all the Issues, Rents, and Profits Rising, Growing, and coming of all the said Houses, Buildings, Lands, and Tenements, mentioned in the said Writ of *Liberate*, (except only before excepted) since the said 23d. day &c, untill the time of the ensealing

ſealing and delivery of theſe Preſents, *To have and to hold*, all the ſaid Houſes, Buildings, Lands, and Tenements, and all other the premiſſes with their Appurtenances, and all the ſaid Eſtate and Intereſt, of the ſaid *T. H.* of and in the ſame (except before excepted) to the ſaid *E. C.* and his Aſſigns, for and during all ſuch Eſtate, Term and Intereſt, as the ſaid *T.* by force or vittue of the ſaid Writs of Extent and *Liberate*, and Execution of the ſame, and returns thereof, or otherwiſe, hath, or may or ought to have, in the above barg ined Premiſſes now to come.

And the ſaid *T.* Covenanteth, &c. that the ſaid Houſes &c. (except before excepted) now at the enſealing &c. ſtand and be, and from thenceforth ſhall remain, continue, and abide unto the ſaid *C.* &c. clearly and freely exonerated, diſcharged &c. of and from all and ſingular former Bargains, Sales, Grants, Leaſes, Releaſes, Charges, and other Incumbrances whatſoever, by the ſaid *T.* heretofore made, done, or agreed unto, or by the ſame *T.* to be made or agreed unto at any time hereafter, contrary to the true meaning and intent of theſe preſents, *In witneſſe*, &c.

The Aſſignment of a Recognizance.

THis *Indenture* &c. Between *I. L.* Gent. on the one party, and *S. M.* of &c. on the other party, *Witneſſeth*; That whereas *E. D.* of *K.* in the County of *L.* Eſquire, by one writing or Recognizance bearing date the 25th. of *Jan. Anno*, 20. *R. R. Jac.* taken and knowledged before one of the Ordinary Maſters of his Majeſties high Court of Chancery, became bound unto the ſaid *I. L.* in the ſum of 200 *l.* of lawfull, &c. for the payment of 102 *l* 10 *s.* of like money on the 26th day of *A.* then next enſuing, as by the ſaid Writing or Recognizance, and the Condition thereof more plainly appeareth: which ſaid ſum of 102 *l.* 10 *s.* was not paid, nor any parcell thereof was paid to the ſaid *J. L.* nor his Aſſigns at, nor before the 26th. day of *A.* nor at any time ſithence; by meanes whereof the ſaid Recognizance became, and now is, and ſtandeth abſolute without Condition, and in full force and ſtrength in the Law. Now the ſaid *J. L.* for certain good cauſes and conſiderations &c. hath aſſigned, made, ordained, and in his ſtead and place by theſe preſents, doth put and conſtitute the above named *S. M.* his true and lawfull Attorney irrevocable, giving, and by theſe preſents granting unto the ſaid *S. M.* and his Aſſigns, full power and authority, by virtue hereof for him the ſaid *J. L.* his Executors, or Adminiſtrators, and in his or their name or names, and to the proper uſe and behoof of the ſaid *S. M.* to ask, levy, recover, receive, take up, and demand all that the ſaid ſum of 200 *l.* of lawfull &c mentioned and expreſſed in the ſaid Recognizance, and every parcell thereof: And for non-payment thereof, or any parcell thereof, to ſue Execution upon the ſaid Recognizance, and to obtain the moyety of the Lands, Tenements, and Hereditaments which were of the ſaid *E. D.* at the time of the knowledging of the ſaid Recognizance, or at any time ſithence: and alſo the ſaid *E. D.* his Heirs, Executors, or Adminiſtrators, for non-,

pay-ment of the said sum or parcell, thereof, to take and cause to be arrested, and pleas and processe against him or them, to commence, maintaine, and defend; and of whatsoever in this behoof recovered or received Acquittances or other Discharges sufficient for, and in the name of the said *J. L.* his Executors, or Administrators to make, seal, and deliver, Attorneys one or more under him to appoint, and at his pleasure to revoke the same again, and all and every other thing and things needfull and requisite in and about the Premisses or any parcell thereof, for and in the name or names of the said *J. L.* his Executors, or Administrators, to do, make, execute, and accomplish, as fully and effectually in any thing as he the said *J. L.* his Executors or Administrators might or could do, if he or they were personally present. And also the said *J. L.* by these presents, doth ratify, confirm, approve, and allow, all and whatsoever the said *S. M.* or his Assigns, shall do or cause to be done, in or about the Premisses or any parcell thereof in the name of the said *J. D.* his Executors or Administrators by virtue of these presents.

And the said *J. L.* for him, &c. covenanteth, &c. in manner, &c. *viz.* That he the said *J. L.* his Executors and Administrators and every of them shall and will from time to time, and at all times hereafter at the reasonable request, and costs and charges in the Law of the said *S. M.* his Executors Administrators, and Assigns, ratify, advow, justify, and allow, all and every such action and actions, suit and suits, plaints, processes, Extents, Judgments, and Executions, as at any time and times hereafter shall be brought, obtained, procured, commenced, or gotten by the said *S. M.* his Executors Administrators or Assigns, or any of them in the name or names of the said *J. L.* his Executors, or Administrators, or any of them against the said *E. D.* his Heirs, Executors or Administrators or any of them, or against his or their or any of their Goods, Chattells, Lands, Tenements, or Hereditaments or any parcell thereof for the levying or recovering of the said sum of 200 *l.* in the said Writing or Recognizance mentioned, or of any parcell thereof without any Non-suit, Release, Retraxit, Disavowry, Discontinuance, or other wilfull hindrance, or delay of the same Actions, Suits, Extents, Judgments, Executions, or any of them; except it shall be by and with the consent of the said *S. M.* his Executors or Assigns thereunto first had and obtained in Writing: And also that he the said *J. L.* hath not at any time heretofore released nor discharged, nor his Executors nor Administrators shall or will at any time or times hereafter release or discharge the said Writing or Recognizance or sum of 200 *l.* therein mentioned nor any parcell thereof, unlesse it shall be by, and with, the consent of the said *S. M.* his Executors and Assigns, thereunto first had, and obtained in writing; and also that the said *S. M.* his Executors and Assigns shall, or lawfully may, peaceably and quietly have, receive, take, and enjoy to his and their own proper use for ever the said sum of 200 *l.* and the whole benefit, profit, commodity, and advantage, which at any time or times hereafter shall be obtained, recovered, and gotten upon, or by reason of, the said Writing or Recognizance, or upon or by reason of any of the same Actions, Extents, Judgments, and Executions, to be had, brought or commenced upon the same without any lett, trouble, or

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interruption of the ſaid *J.* his Executors, and Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons, by his or their means; and without any account, or other thing to him, or any of them, to be therefore had, yielded, or made.

And alſo the ſaid *J. L. Covenanteth*, &c. That he the ſaid *J. L.* his Executors and Adminiſtrators, ſhall and will, at all times hereafter; and from time to time, at reaſonable requeſt, and coſts and charges of the ſaid *S.* his Executors, and Aſſigns, do, make, knowledg, and execute; and ſuffer to be done, made, knowledged, and executed; all and every ſuch further act and acts, thing and things, and Deviſe and Deviſes whatſoever, for the further, better, and perfecter aſſigning, conveying, and aſſuring of the Premiſſes, and every parcel thereof to the ſaid *G. M.* his Executors and Aſſigns, in form, and to the uſe aforeſaid, as by the ſaid *G. M.* his Executors, or Aſſigns; or his, or their Council Learned, ſhall be reaſonably deviſed, adviſed, or required. *In witneſs*, &c.

An Aſsignment of a Recognizance, for performance of Covenants.

THis *Indenture* &c. Between *V. B.* &c. on the one party; and *G. T.* &c. on the other party, *witneſseth*; That whereas &c. [reciting the Covenant of the former Indenture.]

And whereas alſo, the ſaid *J. C.* by his Recognizance, bearing date 1. *Aug. An.* 14. *Regine Eliz.* doth ſtand bound to the ſaid *V.* in the ſum of 1000 *l.* of lawful &c. for the performance of all and ſingular the Covenants, Grants, Articles, Clauſes, Sentences, and Agreements, ſpecified in the ſaid former Indenture, on the part of the ſaid *J. C.* his Heirs, Executors, Adminiſtrators, and Aſſigns, to be performed; As by the ſaid Recognizance remaining of Record, before our ſaid Soveraign Lord the King, in his Court at *Weſtminſter*, commonly called the Kings-Bench, and the Condition thereof more plainly and at large may, and doth appear.

Now the ſaid *V. B.* for very good and reaſonable conſiderations, him thereunto moving, hath granted, aſſigned, and ſet over unto the ſaid *G. T.* his Executors, Adminiſtrators, and Aſſigns, as well the ſaid Recognizance and ſum of money therein ſpecified; As alſo all and ſingular Forfeitures, Recoveries, Advantages, and Commodities whatſoever, which at any time, or times, can or may be lawfully had, or taken, by reaſon or means of the ſaid Recognizance, or of any Judgment thereupon given, or to be given, or of any execution thereof to be had.

And, The ſaid *V. B.* for him &c. covenanteth, &c. in form &c. That is to ſay, That he the ſaid *V.* his Executors and Adminiſtrators, and every of them, from henceforth from time to time, and at all times, ſhall, and will agree, permit, and ſuffer the ſaid *G. T.* his Executors, Adminiſtrators, Subſtitutes, and Aſſigns, at their own coſts and charges, to ſue and proſecute in the name and names of the ſaid *V.* his Executors and Adminiſtrators, all and

singular Writ, and Writs, Proces, Judgments, Recoveries, Extents, and Executions, which at any time can, or may be lawfully had, or pursued, for, or upon the said Recognizance, or any Judgment thereupon given, or to be given against the said *J.C.* his Heirs, Executors, Administrators, or Assigns; or against any other person, or persons whatsoever.

And also, That he the said *V.* his Executors, and Administrators, upon every reasonable request of the said *G.T.* his Executors, Administrators, or Assigns, and at the costs and charges of the said *G.* his Executors, or Administrators, shall, and will make, seal, and deliver to the said *G.T.* his Heirs, Executors, Administrators, and Assigns, such Letter, and Letters of Attorney, for the suing of the said Recognizance, and recovery of the sum of money therein specified, as at any time shall be needful.

And also, at the like request, and costs and charges aforesaid, shall, and will avouch and allow, of all and every the said Suits, Proces, and other the Premisses.

And shall not wittingly at any time or times, do, or knowledge any act, or acts, thing, or things, which shall hinder, let, or stay any of the said Suits, Proces, Judgments, Recoveries, Extents, or Executions aforesaid.

And also, That the said *G.T.* his Executors, Administrators, and Assigns, may from time to time, have, hold, and enjoy to their own uses, all and singular such Goods, Chattels, Lands, Tenements, Rents, Reversions, and Hereditaments, as shall be had or taken in execution, upon, or by reason or vertue of the said Recognizance, or any Judgment thereof given, or to be given, and all other Advantages, Forfeitures, and Benefits, which at any time shall, or may be lawfully gotten, or recovered by means thereof, without any let, claim, disturbance, or impediment, by, or with the consent and will of the said *V.* his Executors, or Administrators, and without any account therefore, or for any part thereof, to be made, or to be given to the said *V.* his Executors or Administrators.

And also, That after Execution shall be had of the said Recognizance, or of any Judgment thereof given, or to be given; That, then at all times, during the space of two years then next following, the said *V.* his Executors and Administrators, upon every reasonable request to them made by the said *G.T.* his Executors, Administrators, or Assigns, and at the costs and charges of the said *G.T.* his Executors, Administrators, or Assigns, shall, and will grant, convey, and set over unto the said *G.T.* his Executors, Administrators, and Assigns, or to such other person, or persons, as the said *G.* his Executors, Administrators, or Assigns, shall name and appoint, all and singular such Goods, Chattels, Lands, Tenements, Rents, Reversions, and Hereditaments aforesaid, as shall be had, or taken in Execution as aforesaid, without retaining, or account requiring thereof, or of any part thereof, to the said *V.* his Executors or Administrators.

And also, That the said *V.* heretofore hath not; And that he, his Executors, or Administrators, hereafter shall not release, acquit, or discharge the said *J.C.* his Heirs, Executors, Administrators, or Assigns, or any of his, or their Feoffors, or any of their Lands, Tenements, Goods, or Chattels, or any of their

persons,

perſons, of, or for any of the Covenants, Articles, or Agreements, contained in the ſaid former Indenture; neither of, or for the ſaid Recognizance, or ſum of money therein ſpecified, or any part thereof; or any Proces, Extent, Judgment, or Execution thereſore had, or ſued; or to be had or ſued without it be at, and by the ſpecial requeſt and agreement of the ſaid *J.* his Executors, Adminiſtrators, or Aſſigns, firſt therefore made, and given to the ſaid *V.* in writing, under his, or their hands or Seals.

And alſo, That the ſaid *V.* his Executors and Adminiſtrators, and every of them, at any time hereafter, at the requeſt, and coſts, and charges of the ſaid *G.* his Executors, Adminiſtrators, or Aſſigns, ſhall, and will do, make, knowledge, and ſuffer, all, and every lawful and reaſonable act and acts, thing and things, in the Law, which ſhall be needful for the making void and diſcharging of the ſaid Recognizance, and ſuch Judgments and Executions as be, or ſhall be had, or given upon the ſame. And the ſaid *G.T.* covenanteth, &c.

That he the ſaid *G.* his Executors, Adminiſtrators, or Aſſigns, at their own coſts and charges, from time to time, ſhall, and will ſave, and keep harmleſs the ſaid *V.* his Executors and Adminiſtrators, and every of them, of, and for all and ſingular ſuch Iſſues, Amerciaments, Fines, Coſts, and Charges whatſoever, as ſhall happen to be due, or payable, for, or by reaſon of any Writ, or Writs, Proces, or Judgments to be had, in any Suit to be attempted, for, and in the name of the ſaid *V.* his Executors, or Adminiſtrators, by the means or appointment of the ſaid *G.T.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, for, and about the ſaid Recognizance, or ſum of money therein ſpecified, or any part thereof. *In witneſs*, &c.

An Aſſignment of a Statute.

THis *Indenture* made between *R.M.* Eſq; on the one party, and *J.G.* on the other party, *Witneſſeth*, Whereas *W.B.* of *H.* by his Recognizance, or Writing Obligatory, bearing date the 25th day of *July*, the 3 & 4 years of the Reign of *P.* and *M.* late King and Queen of *England*, taken and knowledged before Sir *R. B.* Knight, then Lord Chief Juſtice of the Common-Bench at *Weſtminſter*, according to the form of the Statute in that caſe made and provided, did become bound to he ſaid *R.M.* in 200. Marks of lawful, &c. to have been paid now long ſince; as by the ſaid Recognizance appeareth.

The ſaid *R. M.* for good and ſpecial cauſes and conſiderations him moving, hath given, granted, and delivered, and by theſe preſents, doth clearly and abſolutely give and grant unto the ſaid *J.G.* the ſaid Recognizance, or Writing Obligatory, with all Forfeitures, Advantages, and Commodities thereof, or thereby to be had or taken.

And alſo, The ſaid *R.M.* for him, his Heirs &c. covenanteth &c. in form &c. that is to ſay;

That the said Recognizance now is, and standeth, clearly forfeited in the Law unto the said *R. M.*

And that he the said *R. M.* his Executors and Administrators, and every of them, from henceforth shall and will permit, agree, and suffer, that the said *I. G.* his Executors and Administrators, Substitutes, and Assigns, at their own costs and Charges may from time to time, sue, and prosecute in the name, and names of the said *R.* his Executors and Administrators, all, and all manner of Writ and Writs, Proces, Extents, Suits, Judgments, and Executions whatsoever, which may be lawfully had, sued, or prosecured, for, or by reason of, the said Recognizance, either against the said *W. B.* his Heirs, Executors and Administrators, or against any other person, or persons, their Goods, Chattels, Lands, and Tenements, or any of them.

And that also the said *R. M.* his Executors, and Administrators, shall, and will upon reasonable request, and at the costs and charges aforesaid, avouch and allow all, and every the said Suits, Proces, and other the Premisses, and shall not wittingly at any time, or times, hinder, let, or stay, the said *J. G.* his Executors, Administrators, Substitutes, or Assigns, to go forward and prevail in the same Suits and Proces, and other the Premisses, or in any of them.

And that the said *I. G.* his Executors, Administrators, and Assigns, may have, hold, take, and enjoy to their own uses, all, and singular such Goods, Chattels, Lands, Tenements, as shall be delivered in execution upon the said Recognizance, or otherwise, by reason of the same. And all other benefits and advantages thereby, or by any meanes thereof, to be had or recovered, without any let, or disturbance of the said *R. M.* his Executors, or Administrators, and without any account thereof to be made, or given to the said *R.* his Executors, or Administrators at any time.

And further, that when, and after such time as, any Execution shall be had as aforesaid, That then the said *R. M.* his Executors, and Administrators, and every of them, (upon any reasonable request, to them, or any of them therefore to be made) shall, and will, from time to time, Grant, Bargain, sell, and set over unto the said *I. G.* his Executors, Administrators, or to such other person or persons, as the said *I.* his Executors or Administrators shall in that behalf, name, and appoint, all such Goods, Chattels, Lands, Tenements, and other profits whatsoever, as shall be so had and delivered in execution of the said Recognizance, or otherwise as aforesaid, to be had and enjoyed accordingly during the same execution without any profit, or benefit to be retained, or account thereof to be made to the said *R.* his Executors or Administrators in any wise.

And moreover, that he the said *R.* his Executors or Administrators hereafter shall not release, acquit, or discharge the same Recognizance, or sum of mony aforesaid, or any part thereof, or any manner of Writ, Proces, Suite, Judgment, or Execution to be had, of, or for the said Recognizance, or sum of mony, or any part of the same without the special Request, Consent, and Grant, of the said *I.* his Executors or Administrators to be made and given to the said *R.* his Executors or Administrators by Writing to be Signed and Sealed, with the hand or hands of the said *J.* his Executors, or Administrators.

And,

And, The said *J. G.* covenanteth, &c. That he the said *J.* his Executors, Administrators or Assigns, shall, and will, from time to time at their own costs and charges, bear, satisfie, and pay to our Soveraign Lord the King, and to his Officers, all and singular such Fines, Issues, Amerciaments and sums of money whatsoever, as shall be due or payable, for, or by reason of all and singular Writs, Suits, or Proces to be had or sued for, or upon the said Recognisance by the said *J.* his Executors, Administrators, or Assigns, in the name or names of the said *R.* his Executors or Administrators; Or else, that he the said *J. G.* his Executors, Administrators or Assigns, shall, and will, from time to time, and at all times well and sufficiently save and keep harmless the said *R.* his Heirs, Executors, and Administrators, and every of them, of, and from all and every the said Fines, Issues, Amerciaments, and sums of money aforesaid, and every part thereof, as well against our said Soveraign Lord the King, and his Officers aforesaid, as against all, and every other person or persons whatsoever. *In witnesse, &c.*

An Assignment of a Lease in Reversion from His Majesty, well passed.

THis *Indenture* made &c. between *T. W.* &c. on the one party, and *R. M.* &c. on the other party, *Witnesseth*, That whereas our Soveraign, &c. by his Grace's Letters Patents under the Seal of his Majestie's Court of Exchequer, dated, &c. hath Demised, and to Farm letten to one *R. B.* all that his Highness parcel of waste ground, &c. *To have, &c.* to the said *R. B.* &c. from the Feast of the *Annunciation, &c.* then last past, unto the end of the Term of 21. years, from thence, &c. yielding, &c. as by the said Letters Patents, &c. And where also our said Soveraign, &c. by his Highness Letters Patents under the great Seal of *England*, bearing date at *W. &c.* for consideration in the same Letters Patents expressed, hath demised &c. to the said *T. W.* his Executors and Assigns, amongst other things, all that his parcel of waste ground, &c. *To have, and to hold*, the said Lands, Tenements, &c. unto the said *T. W.* his Executors and Assigns, from the time that the said Letters Patents and Demise thereof to the said *R. B.* as aforesaid made by Expiration, Surrender, Forfeiture or Determination thereof, or by any other means whatsoever, first and next should happen to be void, ended, and determined, unto the end of the term of 30 years, from thence, &c. yielding &c. as by, &c.

Now, this *Indenture* further *witnesseth*, That the said *T. W.* for, and in consideration of a certain sum, &c. whereof, &c. hath bargained, sold, aliened, assigned, and set over; And by these presents, &c. unto the said *R. M.* his Executors, Administrators, and Assigns, all the Interest, Estate, and Term of 30 years to him the said *T. W.* by the said Letters Patents granted, of, and in the said Lands, &c. and of, and in all and singular other the Premisses, before in these presents recited, and to him the said *T. W.* by the said Letters

Patents

Patents granted, as aforeſaid; and of, in, and to every part and parcel thereof with the Appurtenances; and alſo all the eſtate, right, title, intereſt, term of 30 years Reverſion, Claim and Demand whatſoever; which he the ſaid *T.* hath, or may, or ought to have, or claim, of, in, or to the ſaid Lands, &c. and all and ſingular other the Premiſes before in theſe Preſents recited; and of, in, or to every part and parcel thereof, with the Appurtenances, by force and vertue of the ſaid Letters Patents, to him the ſaid *T.* granted as aforeſaid, or any thing therein contained; To have, and to hold the ſame premiſes, and all the ſaid Eſtate, Right, Title, Intereſt, term of 30 years Reverſion, claim, and Demand whatſoever, of him the ſaid *T.W.* of, in, and to the ſame premiſes before recited; and of, in, and to every part and parcel thereof, with the appurtenances (except before excepted) unto the ſaid *R. M.* his Executors or Aſſigns, in as large, ample, and beneficial manner and form, to all intents and purpoſes, as he the ſaid *T.W.* hath, or may, or ought to have, and enjoy the ſame, by force and vertue of the ſaid Letters Patents, to him the ſaid *T.W.* granted, as aforeſaid; or any thing therein contained.

And the ſaid *T.W.* covenanteth, &c. that he the ſaid *T.* his Executors or Adminiſtrators, ſhall, or will at all times hereafter; and from time to time, free, acquit, exonerate and diſcharge; or otherwiſe in convenient time after reaſonable requeſt, ſufficiently ſave and keep harmleſs the ſaid premiſes before in theſe preſents recited; and every part and parcel thereof, with the appurtenances and the intereſt, eſtate, and term of years thereof by the ſaid Letters Patents granted, of, and from all, and all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Charges, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, or done, by him the ſaid *T.W.* or by any other perſon or perſons, by his aſſent, means, conſent, or procurement; The Rents, Covenants, Clauſes, Articles and Agreements in the ſaid Letters Patents reſerved and contained; which on the part and behalf of the ſaid *T.W.* his Executors or Adminiſtrators, from henceforth, for, or in reſpect of the Premiſſes, aſſigned, or granted by theſe preſents, are, or ought to be obſerved, performed, fulfilled, or kept, onely excepted and fore-priſed.

Of which ſaid Rents, Covenants, Clauſes, Articles and Agreements, and every of them, the ſaid *R.M.* doth covenant, &c. at all times hereafter, and from time to time, to acquit, exonerate, and diſcharge; or otherwiſe ſufficiently ſave, or keep harmleſs the ſaid *T. W.* his Executors and Adminiſtrators againſt our ſaid Soveraign Lord, his Heirs and Succeſſors, Officers, and Aſſigns, and every of them. *In witneſs, &c.*

An Aſſignment of a part of a Stock adventured in a Voyage for diſcovery of Cathaia.

THis *Indenture*, &c. Between *M.L.* &c. on the one party, and *N. F.* on the other party, *Witneſſeth*, That whereas the ſaid *N L.* is and ſtandeth indebted unto the ſaid *M.F.* in the ſum of 205 *l.* of *&c.*

And

And alſo, whereas the ſaid *N.* is engaged to other perſons, for the ſaid *M.* for the payment of 600 l. of like money, which the ſaid *M.* cannot yet ſatisfie or pay, as the ſame is, and ſhall be due and payable. And whereas the ſaid *M.* hath amongſt others a ſtock in money of 1201. and above, to a great value, as the ſaid *M.* affirmeth in the late Voyage, lately diſcovered by *M. F.* Eſquire, unto *Meta incognita*, and unto *Cathaia* and other Countries intended to be diſcovered in the North-weſt parts; which ſum of money, the ſaid *M.* cannot yet have out of the ſaid Voyage, and intended Diſcoveries, by reaſon that as yet no certain account is known, or can be made thereof: By means whereof, the ſaid *M.* is not able to ſatisfie his debts aforeſaid, as otherwiſe he would willingly do, and is, and ſtandeth bound to the ſaid *N.* to do.

Therefore for better certainty and aſſurance to be made to the ſaid *N. F.* as well for the payment of the ſaid 205 l. to the ſaid *N.* his certain Attorney, Executors, or Adminiſtrators, to be paid: As alſo for a due ſatisfaction and contentation to be made to the ſaid *M.* his Heirs, Executors and Adminiſtrators, of, and for the ſaid ſum of 600 l. wherewith the ſaid *N.* is engaged for the ſaid *M.* to other perſons as aforeſaid. The ſaid *M. L.* hath given, granted, aſſigned, and ſet over, and by theſe preſents doth clearly give, &c. unto the ſaid *N.* his Executors and Adminiſtrators, to, and for the only behoof and commodity of the ſame *M.* his Executors and Adminiſtrators, two parts of all the ſaid Stock of 1200 l. which the ſaid *M.* hath in the ſaid Voyage to *Meta incognita*, and other the intended diſcoveries aforeſaid; the ſame being in 3. parts to be divided, and a rateable part, according to the ſaid ſum of 805 l. of &c. of all, and all manner of Merchandize, Gains, Profits, Priviledges, Liberties, Licenſes, and other Emoluments whatſoever, to the ſaid *M.* his Executors or Aſſigns, to be had, or to be gotten, or ariſe of, or for the ſaid Voyage to *Meta incognita*, and every or any other Country, or Countries diſcovered, or to be diſcovered, towards the North-weſt, as aforeſaid.

And the ſaid *M. L.* for him &c. Covenanteth &c. That the ſaid *N.* his Heirs, Executors, Adminiſtrators, and Aſſigns, for the only uſe of the ſaid *N.* his Executors and *Aſſigns* for ever, ſhall, and may have, receive, and enjoy, out of the accounts of the ſaid Voyages from the ſaid Countries all, and whatſoever, which upon the making of the ſame account ſhall rateably ariſe and grow, of, and for the Stock of 805 l. of &c. parcell and out of the adventure of the ſaid *M.* in the Voyage aforeſaid, without any lett, default, or impediment of, or by the ſaid *M.* his Heirs, Executors, Adminiſtrators, and Aſſigns, or of any other perſon which is, or ſhall be intituled by, or from the ſaid *M. L.*; and that he the ſaid *M. L.* his Executors, and *Adminiſtrators*, at, and upon every reaſonable requeſt of the ſaid *N. F.* his Executors, *Adminiſtrators* or *Aſſigns*, ſhall, and will do, execute, and knowledg, all and every thing, and things, which the ſaid *N.* his Executors or *Adminiſtrators* can, or may lawfully do, whereby the ſaid *N.* his Executors, *Adminiſtrators* and *Aſſigns*, may the more readily have, get, and obtain the ſaid ſum of 805 l.

out

out of the Stock and Adventure of the said *M.* which he hath in the Voyage aforesaid; without any manner of Fraud, or Covin. *In witnesse, &c.*

An Assignment of an Obligation before the same be forfeited with good Covenants in such Case.

BE it known unto all men by these Presents, That I *L.* Lord *M.* &c. for divers good and lawful Considerations, me thereunto moving, have given, granted, assigned, and set over; And by these presents, do clearly and absolutely give, grant, assign, and set over unto *J. L.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof, as well one Deed Obligatory, or Writing, bearing date the last of *Jan.* last &c. wherein *N. T.* and *L. N.* are bound, or mentioned to be bound to me the said Lord *M.* in the sum of 400*l.* of &c. with a Condition there under-written, for the payment of 200*l.* of like money, to be paid to me the said Lord *M.* mine Executors, or Assigns, in the Feast of the Purification &c. next &c. at the Chappell of the *R.* in *C.* Lane neer *L.* As also all the Right, Title, Action, and Demand of me the said Lord *M.* mine Executors and Administrators, in, and to, the said Deed Obligatory, and all sums of money therein, or in the Condition thereof contained or specified.

And also, I the said Lord *M.* for me, mine Executors and Administrators, do by these presents make, constitute, and put in my place the said *J. L.* his Executors and Assigns, my true and lawful Attorney and Attorneys irrevocable, for me and in my name, to ask, take, and demand, and receive the said sum of 200*l.* of such person or persons as shall tender payment thereof at the day, time, and place, expressed in the Condition of the said Obligation: And for default of payment of the same sum of 200*l.* or any part thereof; Then to ask, levy, recover, and receive the said sum of 400*l.* of, and upon, all and singular person and persons, and their Lands, Tenements, Goods, and Chattels, whatsoever chargeable or liable, or to be chargeable or liable to, for, or with the satisfaction or payment thereof; Giving, and by these presents granting, to my said Attorney and Attorneys, my full Power, Right, Title, and Authority, in all and singular the Premisses: And for me, and in my name to commence, and to sue, prosecute, and sue out, all and singular Actions, Suits, Remedies, Plaints, Pleas, Judgments, Executions, and Demands whatsoever, which I the said Lord *M.* my Executors or Administrators, have, or may have, upon, or by means of the said Obligation.

And also, To acquit compound for, and discharge the said Obligation, Attorney or Attorneys, one or more under him, or them, to substitute, and make;

make; And all other lawfull acts and things to do and proſecute, in, for, and about, all and ſingular the Premiſſes, in as ample manner and form, as I the ſaid Lord *M.* my Executors, or Adminiſtrators might, or could do in proper perſon; ratifying and confirming by theſe preſents, all the acts and doings of my ſaid Attorney and Attorneys, in and about, all and ſingular the Premiſſes.

And, I the ſaid Lord *M.* do covenant &c. in form &c. That the ſaid Writing, before in theſe preſents recited, is the ſufficient Deed in the Law of the ſaid *N.* and *T*; And that the ſame Deed Obligatory, is not, nor hereafter ſhall not be diſcharged, exonerated, releaſed, ſatisfied, or made void, except it ſhall be by, and with the expreſs conſent and agreement of the ſaid *J. L.* his Executors, or Aſſigns, firſt thereunto had and obtained in Writing, under his or their Hand and Seals: And that without like conſent or agreement of the ſaid *J.* his Executors, or Aſſigns, the ſaid ſums of money, or either of them, or any part or parcell of them, or of either of them, ſhall not be paid, received, releaſed, ſatisfied, acquitted, or diſcharged. And that any of the ſame ſums of money, or any parcell of any of them, heretofore hath not been received, or diſcharged. And that any Action, Suit, Judgment or Execution, or any Petition, or Demand grown or ariſen, or to grow or ariſe, of, by, or upon, or by reaſon or means of the ſaid Obligation is not, nor ſhall not at any time hereafter be releaſed, acquitted, diſcharged, or made void, without ſuch conſent or agreement as aforeſaid, of the ſaid *J. L.* his Executors, or Aſſigns.

And, That I the ſaid Lord *M.* my Executors and Adminiſtrators, from time to time, and at all times hereafter upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *J. L.* his Executors, or Aſſigns, ſhall and will avow, juſtifie, and maintain all ſuch Actions, Suits, Petitions, and other attempts; As the ſaid *J. L.* his Executors or Aſſigns, ſhall commence, proſecute, or take, in the name, or names of me the ſaid Lord *M.* my Executors, or Adminiſtrators, for, and upon the ſaid Deed Obligatory, for the recovery and obtaining of the ſaid ſum of 400 l. contained or ſpecified in the ſaid Deed Obligatory.

And, That the ſaid *J. L.* his Executors and Aſſigns, after the receipt or obtaining of the ſaid ſum of 200 l. or 400 l. or of any part or parcell of either of the ſame ſums, ſhall and may to his and their own proper uſe and behoof for ever, have, hold, keep, retain, and enjoy the ſaid ſum and ſums of money, and every part thereof, without any account, or other thing thereof, or therefore to be yielded or anſwered to me the ſaid Lord *M.* my Executors or Adminiſtrators, or any of us, in any wiſe. *In witneſſe*, *&c.*

An Aſsignment or Bargain of two Annuities granted to a man by Fine.

THis *Indenture* made &c. Between *W. G.* &c. on the one party, and *R. P.* &c. on the other party; *Witneſseth*, That whereas *W. H.* &c. and *M.* his Wife, by one Fine, ſure Grant, and Render levied before the Kings Majeſtie's Juſtices of his Common Bench at *Weſtminſter*, in the Term of Saint *Mic.* in the 13th year of his Highneſs Raign; Between the ſaid *W.* and *M.* Plaintiffs, and *J. F.* Eſquire, and *B.* his Wife; the ſaid *W. G.* and *E.* his wife, Deforceants: The ſaid *W. H.* and *M.* his wife, did grant to the ſaid *W. G.* a certain yearly Rent of 6 l. going out of one Meſſuage, and one Shop, with the Appurtenances in *W.* in the Pariſh of &c. in the Tenure and Occupation of *R. P.* and the ſame in the ſaid Court, did render to the ſaid *W. G.* to have and perceive the ſaid annual Rent of 6 l. to the ſaid *W. G.* and his Heirs, at the Feaſts of &c. by equal portions yearly to be paid. And if it happen the ſaid yearly Rent of 6 l. or any part thereof, to be behind in part, or in all, after any Feaſt of the Feaſts aforeſaid, in the which it ought to be paid, by the ſpace of 40 dayes, if it be asked; That then the ſaid *W. H.* and *M.* and the Heirs of the ſame *W.* ſhall forfeit to the ſaid *W. G.* and his Heirs, 10 s. in the name of a Pain, ſo often as the ſaid yearly Rent of 6 l. or any parcell thereof ſhall be ſo behind. And that then and ſo often it ſhall be lawful to the ſaid *W. G.* and his Heirs, into the ſaid Meſſuage and Shop, with the Appurtenances, to enter and diſtrain, and the Diſtreſs ſo there taken, lawfully to lead, carry, and drive away, and with him to keep, untill he ſhall be fully ſatisfied and paid, as well of the ſaid yearly Rent of &c. with the arrearages thereof (if any ſhall be); As alſo of the ſaid 10 s. forfeited in the name of a Pain.

And alſo, The ſaid *W. H.* and *M.* did likewiſe grant by the ſame Fine to the ſaid *W. M.* one other yearly Rent of 6 l. 13 s. 4 d. going out of one Meſſuage and one Shop, with the Appurtenances in *W.* in the ſaid Pariſh of &c. in the Tenure or Occupation of *T. B.* And the ſame did render &c. to have &c.

And, If it happen &c. a *Nomine pœnæ* of 10 s. &c. And a Diſtreſs, &c. and alſo the ſaid *W. H.* and *M.* did grant to the above-named *J. F.* and *R.* a certain yearly Rent of 8 l. going out of 2. Meſſuages, and 3. Shops, with the Appurtenances in *W.* and *W.* in the Pariſh of, &c. in the ſeverall Tenures of &c. and the ſame to them did render in the ſaid Court, *To have*, &c. with forfeiture *Nomine pœnæ*, and a Diſtreſs *ut ſupra*, &c. as by the ſaid Fine, amongſt other things therein contained, more plainly will appear.

Now The ſaid *W. G.* for, and in conſideration of the ſum of, &c. whereof, &c. hath bargained and ſold, and by theſe Preſents doth bargain and ſell to the

the ſaid *R. P.* and his Heirs for ever, all the ſaid ſeverall yearly Rents iſſuing out of the ſaid ſeveral Meſſuages and Shops aboveſaid; and all and every the pain and pains to be forfeitid for non-payment of the ſaid ſeveral yearly Rents, or any of them, and all the Eſtate, Right, Title, and Intereſt of the ſaid *W. G.* and his Heirs, of and in and to the ſaid yearly Rents and Pains aforeſaid, and every of them; To have, hold, perceive, receive, and enjoy all and every the ſaid yearly Rents at the ſaid ſeveral Feaſts aboveſaid, as the ſame rents ſhall grow due and payable; and alſo the ſaid pain and pains to be forfeited for non-payment of the ſaid yearly rents, or any of them, as aboveſaid, unto the ſaid *R.* his Heirs and Aſſigns for ever, To, and for, the only uſe of the ſaid *R.* and of his Heirs and Aſſigns for ever.

And, The ſaid *W. G.* doth Covenant &c. in form &c. That he the ſaid *W. G.* and his Heirs, ſhall, and will acquit, and diſcharge, or otherwiſe from time to time ſave and keep harmleſs, as well the ſaid *R.* his Heirs and Aſſigns, as the ſaid ſeveral yearly rents, and every of them, of, and from all, and ſingular former bargains, &c. had, made, done, or procured by the ſaid *W.* or by his conſent, knowledg, or procurement.

And further, That he the ſaid *W.* and the ſaid *E.* his wife, and the Heirs of the ſame *W.* and all, and every other perſon and perſons, having, or which ſhall have, or lawfully claim to have, any former Eſtate, Right, Title, or Intereſt in, or to, the ſaid ſeveral yearly rents, or any of them, or any part of the ſaid ſeveral yearly rents by form, or under the eſtate of the ſaid *W.* from time to time upon reaſonable requeſt, within 5. years next coming, at the coſts and charges of the ſaid *R.* his Heirs or Aſſigns, ſhall, and will, do, make, knowledg, and ſuffer, and cauſe, &c. all and every ſuch further lawful and reaſonable act and acts, thing and things, for the further or more better Surety, aſſurance, and ſure making of the ſaid ſeveral yearly rents, and every of them, and the pain and pains to be forfeited, as aforeſaid, to be had, and made ſure to the ſaid *R.* his Heirs and Aſſigns, to his and their own uſe, and uſes for ever, as by the ſaid *R.* his &c. ſhall be lawfully and reaſonably deviſed, adviſed, and required.

And further, That he the ſaid *R.* his Heirs and Aſſigns, from henceforth, for ever, ſhall, or lawfully may have, take, receive, and enjoy the ſaid ſeveral yearly rents, and every of them, and all and every pain and pains which ſhall happen to be forfeited as aforeſaid, without any lett, trouble or interruption of the ſaid *W.* or his Heirs, and without any lawful Lett, Trouble, Interruption or Moleſtation of any other perſon or perſons, having, or which ſhall have any eſtate or intereſt, in, or to, the ſaid ſeveral yearly rents, or any of them, by, or from the ſaid *W. G.* or by, or under his Eſtate or Intereſt. *In witneſs, &c.*

An

An Assignment of a Lease by him that hath the same in Mortgage before it be forfeited; also the money payable for the Redemption Assigned, and an Agreement, that the Lease shall remain with a third Person, till the Redemption or Forfeiture.

THis *Indenture* made, &c. between *A. M.* on the one party, and *H. G.* on the other party; *Witnesseth*, That whereas our said Soveraign, &c. by his Highness Letters Patents under the Seal of his Majestie's Court of Exchequer, bearing date, &c. hath demised, &c. to *C. C.* of *E.* in the County of *S.* Esquire, all that his Herbage, Pasture, Feeding, and Pasturage, of, and in the Park called *E.* Park, in the County of *S. To have and to hold*, &c. paying therefore yearly &c. As by the said Letters Patents, may at large appear.

And, Whereas also our said Soveraign &c. by other his Letters Patents, dated &c. did demise &c. to the said *C.* &c. to have &c. yielding and paying &c. And whereas also the said *C. C.* by his Indenture dated &c. hath bargained, sold, assigned, and set over to the said *A. M.* his Executors and Assigns, to, and for his and their own use, as well the said Herbage &c. As also all the Estate &c. which the aid *C. C.* had, could, might, or ought to have had, or lawfully might, or could claim to have had, of, in, or to the said Herbage &c. by force, or virtue of the said several Letters Patents, or either of them, together with the said several Letters Patents.

By which Indenture it is provided, That if the said *C.* his Executors, Administrators, or Assigns, do well and truly pay, or cause &c. to the said *A.* his certain Attorney, Executor, or Administrator, at the Shop which the said *A.* did then occupy, scituate &c. the sum of 220 l. of &c. on the 15th day of *M.* which shall be &c. according to the computation &c. That then, and from thenceforth, the said Indenture, and the Bargain and Sale therein contained, shall be utterly void and of none effect, any thing to the contrary, &c. As by the said Indenture at large will appear.

Now the said *A. M.* for, and in consideration of the sum of &c. whereof &c. hath bargained, sold, aliened, assigned, and set over: And by these presents doth bargain, sell, &c. to the said *H. G.* his Executors and Assigns, to, and for his and their own use, as well all the Estate, Right, Title, Interest, Possession, Reversion, Condition, Term of years, Claim, and Demand, which the said *A. M.* hath, can, or may, or ought to have, or [lawfully] can or may, or ought to have to, of, or in the said Herbage &c. by force and virtue of the said several Letters Patents, and Indentures above recited, or any of them: As also the same Letters Patents, and Indentures aforesaid. And it is condescended, concluded, and agreed by, and between the said parties to these present Indentures, for themselves, their Executors, Administrators, and Assigns, and every of them by these presents, in manner and form following; That is to say, That the said Letters Patents,

and

and Indentures above mentioned, ſhall continue, and remain in the hands, cuſtody amd poſſeſſion of *A. P. &c.* untill the ſaid 15th. day of *M.* which ſhall be *&c.*

And alſo, That the ſaid *A. M.* his Executors, and Adminiſtrators, ſhall agree and ſuffer, that the ſaid *H.* his Executors, adminiſtrators and Aſſigns, ſhall or may have, take, and receive of the ſaid *C. C.* his Executors, Adminiſtrators, or Aſſigns; the ſaid ſum of 220 *l*, and every part thereof, if it ſhall be offered to be paid in form aforeſaid, and ſhall, and may retain, and enjoy the ſame, to the only uſe and behoofe of the ſaid *H. G.* his Executors, and Aſſigns, without any account thereof, or of any part thereof to the ſaid *A.* his Executors,, or Adminiſtrators, to be made, or yielded.

And, That then and at any time after, the ſaid *A.* his Executors, Adminiſtrators, or Aſſigns, ſhall, or may deliver, or cauſe *&c.* to the ſaid *C.* his Executors, Adminiſtrators, or Aſſigns, the ſaid ſeverall Letters Patents, and either of them whole and uncancelled, and alſo the ſaid indenture made to the ſaid *A. M.* to be cancelled. But if the ſaid *C. C.* his Executors, Adminiſtrators, and Aſſigns,, ſhall make default, and do not pay; or cauſe &c. the ſaid ſum of &c. to the ſaid A. his certain Attorney, Executors, or Adminiſtrator, at the place, and between the hours aforeſaid, according to the purport and true meaning of the *Proviſo* above in theſe preſents recited: That then or at any time after the ſaid *A.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may deliver, or cauſe &c. to the ſaid *H.* his Executors, Adminiſtrators, or Aſſigns, the ſaid ſeverall Letters Patents, and Indenture above recited, whole and uncancelled, to be had, uſed, and enjoyed to the ſaid *H.* his Executors, Adminiſtrators, and Aſſigns, as his and their own proper Goods and Chattels for ever.

And, The ſaid *A. M.* covenanteth &c. that the ſaid Herbage &c. are and be, and during the reſidue of the ſaid ſeverall terms of years, in the ſaid Letters Patents now to come, ſhall, or lawfully may be, continue, and remain to the ſaid *H.* his Executors, Adminiſtrators, and Aſſigns, clear and free diſcharged and acquitted, or otherwiſe at all times, upon reaſonable requeſt, ſhall be ſufficiently ſaved harmleſſe by the ſaid *A.* his Executors, and Adminiſtrators, of, and from, all and ſingular former bargains, Sals, Grants Leaſes, Surrenders, Eſtates, Tirles, and Charges whatſoever, heretofore had, made, or done by the ſaid *A. M.* or by any other by his means, Title, or Procurement. The yearly Rents, Covenants, Conditions, and Agreements, mentioned and expreſſed, in the ſaid ſeverall Letters Patents, on the part of the Leſſee therein named and of his Aſſigns, from the ſaid 15th. of *M.* &c. to grow due to be paid and performed, by force and virtue of the ſaid ſeverall Letters Patents; the Covenants,, Articles,, Conditions, and Agreements, contained in the ſaid former Indenture, only excepted and fore-priſed. *In witneſſe*, &c.

An Aſſignment of a Leaſe, where the ſame is bound for the mony to be for the ſame; And where there is exception made of ſome part of the Premiſſes Leaſed.

THis *Indenture* &c. Between *R. M.* &c. on the one party, and *E. W.* &c. on the other party, *Witneſſeth*; That, whereas the Wardens and Communalty of the *G.* by their Indenture of Leaſe under their common Seal, dated &c. demiſed to the ſaid *R. M.* all that their Meſſuage or Tenement in *W.* &c. and all that Garden and Shed &c. in *I.* Gardens, in the Pariſh of Saint *G.* without *C.* Gate, To hold &c. yeilding for the ſame Meſſuage &c. 5*l.* and for the ſaid Garden 8 *s.* at four terms &c. As, by the ſaid Indenture of Leaſe &c.

Now, the ſaid *R. M.* for the conſiderations, and upon the Conditions hereafter in theſe preſents expreſſed, doth bargain &c. to the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, to, and for, the only and proper uſe and behoof of the ſaid *E.* and of his Executors, Adminiſtrators and Aſſigns, as well all the ſaid Eſtate, Right, Title, Intereſt and Term of years, which he hath yet to come, of, in, and to the ſaid Meſſuage, or Tenement, Shop, and other the Premiſſes, with the Appurtenances in *W.* aforeſaid, as alſo the Indenture of Leaſe thereof made as aforeſaid (alwaies ſaved and excepted to the ſaid *R. M.* his Executors, Adminiſtrators, and Aſſigns, all the ſaid Garden &c. and all the Eſtate, Term, and Intereſt aforeſaid, herein yet to come, ſo fully, wholly, and entirely, as if theſe preſents had never been, had, or made.

And, The ſaid *R. M.* for him &c. covenanteth &c. for diſcharge of Incumbrances done by him &c. for, and in, conſideration of which ſaid Bargain, Sale, Aſſignment, and Covenant, by theſe preſents, made, by, and from, the ſaid *R.* to the ſaid *E.* as aforeſaid, the ſaid *E.* hath not only paid to the ſaid *R.* at the enſealing and delivery of theſe preſents, the ſum of 50 *l.* of &c. of which 50 *l.* the ſaid *R.* acknowledgeth the receipt by theſe preſents.

But alſo, the ſaid *E.* for him, his Heirs, &c. covenanteth with the ſaid *R.* &c. That he the ſaid *E.* his Executors, or Aſſigns, ſhall, and will, well and truly pay, or cauſe &c. to the ſaid *R.* &c. the ſum of 450 *l.* of &c. at the now Manſion-houſe of the ſaid *R.* &c. in manner following; *viz.* On the 25th. of *M.* 50 *l.* thereof, and on the 29 of *S.* 1663. other 50 *l.* thereof; And ſo from thenceforward, from half year to half year, on every 25th. of *M.* 50 *l.* and on every 29. of *S.* other 50 *l.* as the ſame dayes from thenceforth ſhall next come, and enſue one another, untill the ſaid ſum of 450 *l.* by ſuch payments as aforeſaid, ſhall be unto the ſaid *R. M.* his Executors, or Adminiſtrators, fully paid.

And, The ſaid *R. M.* doth covenant &c. to deliver, or cauſe &c. a lawfull and

and ſufficient Acquittance, upon the receipt of each and every ſum aforementioned, teſtifying the receipt and payment of the ſame ſum ſo paid.

Provided alwaies, and it is eſpecially covenanted, concluded, and agreed, by, and between the ſaid parties to theſe preſents, for them &c. That it ſhall, and may be lawfull to, and for, the ſaid *R. M.* his Executors, Adminiſtraors, and every of them, to retain and keep, in his, and their own hands and cuſtody, the ſaid Indenture of Leaſe, untill the ſaid *E.* his Executors &c. ſhall have made full payment and ſatisfaction to the ſaid *R.* &c. of the ſaid ſum of &c. and every part thereof.

Provided alſo, and it is conditioned and agreed, by, and between, the ſaid parties to theſe preſents.

And, The ſaid *E.* covenanteth &c. that if the ſaid *E.* his &c. do not at the ſaid Manſion-houſe of &c. at, or before the 25th. of *M.* which &c. 1663. fully and wholly ſatisfie, content, and pay; or cauſe &c. to the ſaid *R.* his &c. the ſaid ſum of 450 *l.* and every part thereof; that then and from thenceforth theſe preſents, and the Bargain, Sale, Aſſignment, and Conveyance thereby made, and all and every the Covenants, Grants, and Agreements in theſe preſents contained, on the part and behalf of the ſaid *R.* his Executors, or Adminiſtrators, to be performed, ſhall be void &c. And that then a Re-entry, &c.

And, The ſaid *E.* covenanteth &c. that he the ſaid *E.* his Executors, Adminiſtrators, or Aſſigns, at his and their own proper coſts and charges at all times from henceforth, and from time to time, untill the ſaid 25th. of *M.* &c. ſhall and will well and truly, and in due and convenient time and times, according to the tenor and limitation of the ſaid Indenture of Leaſe, pay the ſaid yearly Rent of 6 *l.* which for the ſaid Meſſuage &c. in *W.* aforeſaid, ſhall become due to be paid, by virtue of the ſaid Indenture of Leaſe, and alſo well and truly, and duly accompliſh, obſerve, do, and perform, all other the Covenants, Grants, and Agreements in the ſaid Indenture of Leaſe contained and ſpecified, which for, by reaſon or in reſpect of the ſaid Meſſuage &c. in *W.* aforeſaid, or any part thereof, on the part and behalf of the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, or any of them, are, or ought, or ſhall be due to be done or performed, for, and in ſuch ſort that no forfeiture in the mean time ſhall grow, or be occaſioned, or made of the ſaid Leaſe and term of years, or any part thereof for, or in, default of payment of the ſaid yearly Rent of 6 *l.* or any part thereof, or for, or by reaſon of the non-performance of the ſaid Covenants &c. or any of them, or by reaſon or means of any Act or thing whatſoever hereafter to be made, done, or cauſed, or omitted, or left undone, by the ſaid *E.* his Executors, Adminiſtrators, or Aſſigns, or any of them, or any other perſon, or perſons, by his, or their means, conſent, or procurement.

And alſo, that if the ſaid *E.* his Executors, Adminiſtrators, or Aſſigns, do make payment to the ſaid *R.* his Executors or Adminiſtrators, of the ſaid ſum of 450 *l.* and every part thereof, at, or before, the ſaid 25th. of *M.* That then and from thenceforth the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will from time to time, and at all times hereafter, during the reſidue

of the ſaid term of 28. then to be to come and unexpired, ſufficiently ſave and keep harmleſs the ſaid *R. M.* his Executors and Adminiſtrators, and every of them, againſt the ſaid Wardens and Communalty, and their Succeſſors, of, for, and concerning all and ſingular the ſaid Rents, Covenants, Grants, Articles, and Agreements, in the ſaid Indenture of Leaſe reſerved and ſpecified thereafter, for, or in reſpect of the ſaid Meſſuage or Tenement &c. in *W.* aforeſaid, on the part of the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, or any of them, to grow due to be paid, done, or performed; by virtue or means of the ſaid Indenture of Leaſe.

And, The ſaid *R. M.* covenanteth &c. that if, at, or before the ſaid 25th. of *M.* &c. the ſaid *E.* his &c. ſhall have made full and true payment or lawfull tender the ſaid *R.* his Executors, or Adminiſtrators, of the ſaid ſum of &c. That then after ſuch full payment had and made of the ſaid ſum of &c. upon any reaſonable requeſt of the ſaid *E.* his &c. he the ſaid *R.* his Executors, or Adminiſtrators, ſhall and will deliver, or cauſe *&c.* to the ſaid *E. &c.* at the ſaid houſe *&c.* the ſaid Originall Indenture of Leaſe, under the common Seal aforeſaid, ſafe, whole, uncancelled, and undefaced.

And, The ſaid *E. W.* covenanteth *&c.* That if, by, and according to, the tenor of theſe preſents, the ſaid Indenture of Leaſe ſhall be by the ſaid *R. &c.* delivered to the ſaid *E.* his *&c.* as aforeſaid, that then he the ſaid *E.* his Executors, Adminiſtrators, or Aſſigns, from time to time, and at all times, after the receipt by him, or them, of the ſaid Indenture of Leaſe, ſhall and will within convenient time after requeſt, in any Court within the City of *L.* or County of *M.* ſhew the ſaid Indenture of Leaſe, under the common Seal aforeſaid, in full ſterngth, force, and effect, and ſuffer the ſame to be openly read, and ſeen in the cuſtody of the ſaid *E.* his *&c.* for the maintenance and defence of the Title and Intereſt of the ſaid *R.* his *&c.* in, and to the Garden and Shed, ſo often as it ſhall happen to be needfull, during the ſaid term of *&c.* by reaſon of any controverſie which ſhall ariſe in Law, for or concerning the Title thereof. *In witneſs, &c.*

An Aſſignment (by a Executor of an Executor) of Land holden by Extent upon a Statute.

THis *Indenture, &c.* between *T. B. &c.* Executor of the laſt Will and Teſtament of *F. T.* widow deceaſed, Executrix of the Teſtament and laſt Will of *I. T.* her Husband late Citizen and *M.* of *L.* alſo deceaſed, on the one party, and *E. B. &c.* on the other party, *Witneſſeth*; That whereas *R. G.* and *O. G.* of *L.* the firſt day of *A.* before *R. C.* Kt. deceaſed, then his Majeſties Chief Juſtice, Aſſigned for Pleas before his Highneſſe, to be holden, did acknowledge themſelves to owe to the above named *I. T.* 600*l.* which they ought to have paid to the ſaid *I.* the firſt day of *M.* then next following, and of the payment thereof, then and yet hitherto have made full and clear default. By reaſon whereof the ſaid

T. B.

T. B. hath procured his Majeſties Writ of Extent, out of his High Court of Chancery, directed to the Sheriffs of *L.* and by virtue thereof the ſaid Sheriffs have found by an Inquiſition in due form of Law taken before them, and in like due manner and form returned; That the ſaid *R.* and *Q.* at the time of the acknowledging of the Recognizance aforeſaid, were ſeized in their Demeſne as of Fee, of, and in one Meſſuage or Tenement, with the appurtenances commonly called the *C.* and *F.* Scituate in the Pariſh of St. *B.* in the Ward of *C. L.* late in the Tenure or Occupation of *G. F.* Grocer; which ſaid Meſſuage or Tenement, with the appurtenances, by vertue of the Writ aforeſaid, was extended to the clear yearly value of 13 *l.* 6 *s.* 8 *d.* of lawful, *&c.* beyond all Repriſes. And was ſeized into the hands of our ſaid Soveraign Lord the King, to be delivered into the hands of the ſaid *T. B.* until he ſhould be fully ſatisfied of the ſaid 600 *l.* according to the form and effect of an Act in that Caſe made and provided.

And whereas ſithence, that is to ſay, on the 26 day of *N.* now laſt paſt, the ſaid Meſſuage, with the appurtenances, was delivered to the ſaid *T. B.* in Execution for the ſaid 600 *l.* according to the form and effect of the ſaid Statute by the King's Writ of *Liberate*, bearing Teſt at *Weſtminſter* the 26 day of *N.* now alſo laſt paſt, to hold to him and his Aſſigns as his Free-hold, until the ſame debt of 600 *l.* with his coſts and damages in that behalf ſuſtained thereupon ſhould be fully ſatisfied; as by the Writ of the ſaid Extent, and the Writs of *Liberate* aforeſaid; and by the vertue of the ſame Writs remaining of Record in the high Court of *Chancery* more at large will appear. Now the ſaid *T. B.* for, and in conſideration of the ſum of 185 *l.* whereof, *&c.* hath aliened, bargained and ſold; and by theſe Preſents doth alien, bargain and ſell unto the ſaid *E. B.* his Executors and Aſſigns, all the Execution, Intereſt, Right, Eſtate, and Title whatſoever, which the ſaid *T. B.* hath, or ought to have, of, in, and to the ſaid Meſſuage with the appurtenances, and every part thereof; *To have, and to hold* the ſaid Meſſuage with the appurtenances, and all the ſaid Execution, Right, Title, and Intereſt of the ſaid *T. B.* of, in, and to the ſame, to the ſaid *E. B.* his Executors and Aſſigns, for, and during all ſuch Eſtate, Right and Title, as the ſame *T.* hath, may, or ought to have in the above bargained Premiſſes now to come, by force or vertue of the ſaid Writs of Extent and *Liberate*, and the Execution and Returns of the ſame.

And, The ſaid *T. B.* covenanteth, *&c.* That the ſaid Meſſuage or Tenement, with the appurtenances, at the Enſealing and Delivery of theſe Preſents, is, and ſtandeth, and ſo ſhall continue and abide to the ſaid *E.* his Executors and Aſſigns, clear and free diſcharged and acquitted; or otherwiſe, upon reaſonable requeſt, ſufficiently ſaved harmleſs by the ſaid *T.* his Executors and Adminiſtrators, of, and from all and ſingular former Bargains, Sales, Grants, Leaſes, Releaſes, Charges, and other Incumbrances whatſoever made, done or committed by the ſaid *T. B.* or hereafter to be made, done, or procured by the ſame *T.* his Executors, Adminiſtrators, or Aſſigns, contrary to the intent and true meaning of theſe Preſents. *In witneſs, &c.*

An Assignment of divers debts expressed in a Schedule in consideration of a sum of mony to be paid by the Assignee to the Assignor; where for better security of payment of the consideration-mony, the Assignee is bound to make the Assignor his Executor.

THis Indenure &c. between *G. S.* on the one party, and *J. H.* the younger, late servant to the said *G.* on the other party; *Witnesseth*, That the said *G. S.* upon the good confidence and trust, that he the said *G.* hath, and reposeth in the said *J. H.* And for the better preferment and credit, and especially that the said *J. H.* his Executors, Administrators, or Assigns, shall well and truly pay, or cause to be paid to the said *G.* his Executors and Administrators, or to one of them at the now Mansion, &c. the sum of 3500 *l.* &c. in manner, &c. hath Assigned, Consigned, Transferred, and set over; And by these presents doth, &c. unto the said *J. H.* his Executors, Administrators, and Assigns to, and for his, and their own use, all and singular, the debts, duties, and demands mentioned & expressed in the Schedule indented, hereunto annexed; Giving and Granting to the said *I. H.* his Executors, Administrators, and Assigns, such power, authority, interest, and commission, to demand, ask, sue for, and recover, the same, and every part thereof, to the use of him the said *I. H.* his Executors, Administrators, and Assigns, as the said *G. S.* and his Executors, have, shall, may, or might have had, if these Consignations had no been made.

Assignment.

And the said *G. S.* for him &c. covenanteth &c. in form &c. That he the said *G. S.* his Executors, and Administrators, shall and will from time to time, and at all times hereafter, upon reasonable requeſt, and at the cost and charges of the said *I. H.* his Executors and Administrators, or any of them, advow, justifie, & maintain, all & singular lawfull Actions Suits, Pleas, Processes, Judgments, and Executions to be had, brought, pursued, or taken, in the name or names of the said *G.* his Executors, or Administrators, against the persons named and specified in the said Schedule, or any of them, of, and for their severall Debt, or Debts, mentioned to be owing in the same Schedule; And that the said *G.* hath not at any time heretofore released, discharged, or acquitted the said persons, or any of them, of or for, the said Debts, or any part thereof, neither he the said *G.* his Executors, or Administrators at any time hereafter shall or will release, acquit, or discharge the same persons, or any of them, of, or for, the same Debts or any of them, without it be by the speciall assent, consent, or agreement of the said *I.* his Executors, or Administrators: And that he the said *G.* hath not, neither he the same *G.* his Executors or Administrators, at any time hereaftes, will wittingly or willingly, do any act or acts, thing or things whatsoever, which shall or may be prejudiciall or hurtfull to the obtaining or recovering of the Debts or sums of mony, mentioned and expressed in the said Schedule, or of any part or parcell thereof. And that he the said *I. H.* and his Executors, shall or may have, retain, and enjoy the said

Covenant to justifie actions brought for debts in the Assignor name.

That the Assignors neither hath, or shall releſe the debts without assent.

Debts

Debts mentioned in the said Schedule to his own proper use and behoof, without any reckoning or acount to be had, demanded or required by the said *G. S.* his Executors or Assigns.

Provided nevertheless, That if the said *G.* his Executors, Administrators, Servants, or Assigns, or any of them, have at any time heretofore received, or at any time hereafter shall receive or discharge any part of the Debts and Sums of mony, mentioned in the said Schedule indented; And do content and pay the same Debts and Sums of mony so received or discharged, or to be received or discharged as aforesaid, to the said *I.* his certain Attorney, Executors, or Administrators, at the said Mansion-house &c. within 30 daies next after the same *I.* his Executors, Administrators, or Assigns shall demand the same of the said *G.* his Executors or Administrators; That then he the said *G.* his Executors, or Administrators, shall not be in danger, charged, or impeached, of or for the Covenant above mentioned. Proviso.

And, The said *G. F.* for him .&c. for the consideration aforesaid, and for that the said *G.* hath before the ensealing hereof, sold and delivered to the said *I.* for his own use, certain Wares and Merchandizes, to make up the said Debts mentioned in the said Schedule, the sum of 3500*l.* covenanreth and granteth &c. in form &c. That he the said *I.* his Executors, Administrators, or Assigns, shall and will well and truly pay, or cause &c. to the said *G.* his certain Attorney, Executors or Administrators, at the daies and place above limited, the said sum of 3500*l.* and ever part thereof, in manner and form before limited and expressed. And that he the said *I.* within 12 daies after the ensealing and delivery of these presents, shall make his last Will and Testament in writing: And by the same for the better means of obtaining and recovering of the said sum &c, and every part thereof, to the said *G.* &c. according to the true meaning of these presents, if the said *I. H.* should happen to dye, before the same, and every part thereof be paid, and for no other cause, purpose, or intent, shall make, constitute, and ordain the said *G.* his sole Executor. And that untill the said sum of &c. and every part thereof, shall be fully satisfied and paid to the said *G.* his certain Attorney, Executor, or Administrator, according to the tenor, and true meaning of these presents, he the said *J.* shall not alter, revoke, or make void the said Will and Testament, or make any other, without the Consent, Will, and Agreement of the said *G.* his Executors or Administrators, first thereunto had, and obtained in writing under his or their hands and Seals. For payment of mony. Assigns to make the Assignor his Executor.

And moreover, That he the said *I.* his Executors, and Administrators, or one of them, shall and will, at all time; hereafter, and from time to time, well and sufficiently discharge, or save and keep harmlesse the said *G.* his Executors, and Administrators, and his Goods, Chattels, Lands, Tenements, and Hereditaments, and every of them, of, and from, all and singular Fines, Amerciaments, Charges, and Demands whatsoever, which shall happen or grow by reason or means of any of the Actions, Suits, Pleas, processes, Judgments, and Executions aforesaid, to be had, brought, or pursued, in the name or names of the said *G.* his Executors or Administrators, against the persons named in the said Schedule or any of them, of and for Debts or Sums To save the Assignor from damages for Action in his name.

of Money, in the ſame Schedule mentioned, or any part thereof. *In witneſs, &c.*

The Aſsignment of a Recognizance inſerted in an Indenture of Bargain and Sale.

And whereas, &c. *J. C.* by Recognizance bearing date &c. hath acknowledged himſelf before our ſaid Soveraign Lord the King's Majeſty, in his Highneſs Court of *Chancery*, to owe to the ſaid *R. W.* the Sum of 100 *l.* of &c. with condition thereunto made and under written, for the performance of the Covenants, Grants, Articles and Agreements contained in one Indenture &c. as by the ſame Recognizance more at large appeareth.

Aſsignment. The ſaid *R. W.* for the conſideration aforeſaid, doth by theſe preſents give, grant, aſſign, and ſet over unto the ſaid *J. H.* his Executors and Aſſigns, the ſaid Recognizance and Penalty of 100 *l.* therein mentioned, and every parcel thereof, and all the Right, Title, and Intereſt of the ſaid *R. W.* in or to the ſame. And alſo the ſaid *R. W.* doth by theſe preſents conſtitute and make the ſaid *J. H.* his Heirs, Executors, and Adminiſtrators, his true and lawful Attorney and Attorneys irrevocable, for him, and in his name; and in the name or names of his Executors and Adminiſtrators, or any of them; or without any account therefore to be yielded, to ask, levy, recover, and receive the ſaid Sum of 100 *l.* contained in the ſaid Recognizance, and every part thereof, of the Heirs, Executors, Adminiſtrators, Lands, Tenements, Goods and Chattels of the ſaid *J. C.* or of any of them, or any part thereof, whenſoever the ſame ſhall be forfeited or payable. And to compound and agree for the ſame, or any part thereof; And to releaſe and diſcharge the ſaid Recognizance, at their liberty and pleaſures.

Letters of Attorney.

Covenant to ſue in the name of the Cognizee &c. *And further*, The ſaid *R. W.* Covenanteth &c. in form &c. That he the ſaid *R.* his Executors and Adminiſtrators, ſhall and will at all times hereafter, quietly permit and ſuffer the ſaid *J. H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, or any of them, at his and their own proper coſts and charges, to have, purſue, proſecute, and bring in the name or names of the ſaid *R. W.* his Executors or Adminiſtrators, or any of them, any lawful Action, or Actions, Suit, Plea, Proceſs, Extent, Judgment, Liberate, and Execution, and every of them, upon, or by virtue of the ſaid Recognizance, whenſoever the ſame ſhall be forfeited, of, or againſt the Heirs, Executors, Adminiſtrators, Lands, Tenements, Goods and Chattels of the ſaid *J. C.* or any part thereof, for the recovering, getting, or obtaining of the ſaid Penalty of 100 *l.* and of Coſts, Charges, Damages, and amends, upon the breach of any of the Covenants, Grants, or Agreements, ſpecified in the ſame Indenture in ſuch like; and in as large and ample manner and form, as the ſaid *R.* his Heirs, Executors, or Adminiſtrators, or any of them, could, ought, or might have done, if theſe Preſents had not been had or made, without acquitting, releaſing, hindring, ſtaying, diſcontinuing, barring, letting, or diſcharging of the ſame Actions, Suits, Pleas, Pro-

Proceſſe, Extents, Liberates, or Executions, or any of them, without the conſent and agreement of the ſaid *J. H.* his Heirs, Executors, or Aſſigns, in that behalf firſt had and obtained in writing, under his, or their Hands and Seals.

And alſo, That he the ſaid *R.* at any time heretofore hath not acquitted, releaſed, or diſcharged; nor that he the ſaid *R.* his Heirs, Executors, or Adminiſtrators, at any time hereafter ſhall acquit, releaſe, or diſcharge the ſaid Recognizance and Sum of 100 *l.* therein contained, or any part thereof; nor any Covenants, Grants, or Clauſe, contained or mentioned in the ſaid former Indenture.

And alſo, That the ſaid *R. W.* his Heirs, Executors, and Adminiſtrators, ſhall quietly permit and ſuffer the ſaid *J. H.* his Heirs, Executors, and Adminiſtrators, to have, receive, take, and enjoy to his and their own uſes for ever, the whole benefit and execution of the ſaid Recogniz nce, and all ſuch Sum and Sums of Money, Coſts, Charges, Damages, and Amends, Lands, Tenements, Goods and Chattels, as ſhall be recovered, adjudged, or gotten in any ſuch Action, Suit, Proceſs, Extent, Liberate, Execution, or any of them, without any let, trouble, interruption, claim, or demand of the ſaid *R.* his Heirs, Executors, or Adminiſtrators, or any of them, without any account, reckoning, or other thing, of, or for the Premiſſes, or any part thereof, to him, or them, or any of them, in any wiſe to be made, yielded, or given.

And further, That he the ſaid *R. W.* his Heirs, Executors, and Adminiſtrators, ſhall at all times hereafter upon reaſonable requeſt to him or them made by the ſaid *J. H.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, and at their, or one of their coſts and charges, make not only ſuch further reaſonable Letter or Letters of Attorney to the ſaid *J.* his Executors, Adminiſtrators, and Aſſigns, or any of them, agreeable to the tenor of theſe preſents, for the recovery of the ſaid ſum of 100 l. contained in the ſaid Recognizance, whenſoever need or occaſion ſhall be, but alſo ſuch further aſſurance unto the ſaid *J. H.* his Executors, Adminiſtrators, and Aſſigns, or any of them, to the only uſe of the ſaid *J.* &c. of ſuch Lands and Tenements, Goods and Chattels, as ſhall at any time hereafter happen to be recovered, extended or gotten, by reaſon of any Extent or Execution to be had upon, or by virtue of the ſaid Recognizance: As by the ſaid *J.* his &c. at his and their coſts and charges, ſhall be reaſonably deviſed, or adviſed. *In witneſſe, &c.*

An Aſsignment of a Leaſe and Gift of all the Goods a man ſhall have at the time of his deceaſe, if his Daughter the Aſſignee's wife, or any Iſſue of her body be then living.

THis *Indenture*, &c. *An.* 12 *Car.* 2. Between *W. J. alias L.* &c. on the one party, and *T. P.* &c. on the other party; *Witneſſeth*, That whereas *A. B.* Clark and Parſon of the Pariſh of *S. M.* at *B.* in *L. W. C.* & *J. B.* Wardens of the Goods, Works, Rents, and Ornaments of the ſaid Pariſh-Church, with the aſſent and conſent of the moſt part and worſhipful and diſcreet

creet persons, Parishioners of the said Parish, by their Indenture of Lease dated, have demised &c. unto the said *W.F.* all that their Messuage or Tenement with the Shops, &c. &c. and belonging to the said Parson and Church-Wardens in the right of the same Church adjoyning &c. *To hold*, &c. for 99. years from Christmas, before the date of the Lease &c. Yielding, &c. As by the said Indenture &c. the said *W.F. alias L.* for such considerations, and upon, and under such conditions as hereafter are expressed in these presents, doth alien, bargain, and sell to the said *T.P.* his Executors and Assigns, all the said Lease, term of years, and interest, which the said *W.* hath, or ought to have, of, in, and to the said Messuage, Tenement, Cellar, Sollars, Garden, and their Appurtenance whatsoever, by force and vertue of the Indenture of Lease aforesaid, Saving, and alwayes reserved and excepted to the said *W.F. alias L.* and to his assigns, out of the alienation, bargain, and sale aforesaid; the use and sole maintenance and occupation of all the said Messuage, Tenement, Cellar, Sollars, Garden, and their Appurtenances, for, and during all the term and natural life of the said *W.F.*

Habendum.

Covenant to pay Rents, &c.

And the said *W.F.* for him &c. doth covenant &c. That he the said *W.F.* and his Assigns, for, and during all the term of the natural life of the said *W* shall, and will at the costs and charges of the same *W*, and of his Assigns well and truly yield, pay, fulfill, and perform all and singular Rents, Covenants, and Duties whatsoever, to be paid, done, or performed for the Premisses, or any part thereof during the natural life of the said *W*; And thereof shall, and will defend and keep harmless the said *T.P.* his Executors, and Administrators, against the said Parson and Church-Wardens, their Successors and Assigns, and all other persons whatsoever.

And the said *W.F.* upon, and under the Condition aforesaid, doth by these presents give and grant to the said *T.P.* all and singular such Implements, Houshold-Stuff, and Houshold-Furniture, as Bedsteds, Cupboards, Seelings, Wainscot, Fether-beds, Beddings, Sheets, Blankets, Coverings, Boulsters, Pillowes, Mattresses, Pewter, Brasse, Iron, and all other things whatsoever, which the said *W.F.* shall have remaining in the said Messuage and other the Premisses, at the time of his decease (ready Money, Gold, Silver, Plate, Jewels, Writings, Evidences, and Wearing Apparel for Men, or Women, only excepted).

Proviso.

Provided alwayes, and it is plainly and expresly condiscended, agreed, and conditioned, by, and between the said parties to these Indentures, for themselves, their Executors, Administrators, and Assigns, and every of them, by these presents, in manner and form following: That is to say, That if *E.* Daughter of the said *W.F.* whom the said *T.* hath lately married and taken to his wife, or some issue of the body of the said *E.* by the said *T.* begotten, or to be begotten, shall not be living at the time of the decease of the said *W.F.* That then these present Indentures, and every thing in the same contained, shall be so clearly frustrate and void to all intents, purposes, and constructions in the Law, and every other way whatsoever, as though the same had never been made, mentioned, or spoken of, any thing before in

in theſe preſents ſpecified or contained, or any thing thereupon to be gathered, or conſtrued, to the contrary thereof, &c. *In Witneſſe, &c.*

An Aſsignment of a Leaſe for Lives.

THis *Indenture* made &c. between *W. B.* of the one party, and *J. K. R. G. J. G. J. P.* and *W. B.* of the other party; *Witneſſeth*, That whereas *J. S.* by his Indenture of Demiſe and Leaſe lawfully executed, made between &c. bearing date &c. for, and upon good conſiderations in the ſaid recited Indenture ſpecified, did Demiſe, Grant, and to Ferm lett, &c. *To have and to hold*, occupy &c. yielding and paying yearly therefore to the ſaid *J. S.* his Heirs and Aſsigns, the yearly Rent of &c. at certain Dayes and Feaſts therein mentioned, with a clauſe of Diſtreſs for non-payment of the ſaid Rent of 10*l.* And alſo with divers other Covenants, Grants, Matters, Agreements, and Damages, in the ſaid recited Indentures contained; as by the ſaid Indenture more fully and at large appeareth.

And forasmuch as the ſaid *W. B.* meaneth and intendeth as well to advance his own Sons with the ſaid Meſſuage, Tenement, and Premiſſes, as alſo to ſettle and diſpoſe the ſaid Meſſuage, Tenement, and Premiſſes, ſo that the ſame may from time to time, during the continuance of the ſaid Eſtate, and term of 3. Lives, ſo thereof formerly granted as aforeſaid, remain, continue, and be to ſuch perſon and perſons, and in ſuch manner and form, as he the ſaid *W. B.* hath hereafterin the ſaid Premiſſes mentioned and appointed; So longas it ſhall pleaſe God to permit the ſame: *Conſiderations.*

He the ſaid *W. B.* for the Cauſes and Conſiderations aforeſaid, and for the natural love and affection which he beareth likewiſe unto his own Sons, as unto ſuch his Brothers as are hereafter in theſe preſents named;

And alſo, for the truſt and confidence which he beareth and repoſeth in them the ſaid *J. K.* &c. and for divers other good cauſes and conſiderations him thereunto moving, hath granted, aſsigned, and ſet over, and by theſe preſents doth grant, aſsign, and ſet over unto them the ſaid *J. K.* &c. and their Aſsigns, the ſaid Indenture of Demiſe and Leaſe, and all the whole Right, Title, Intereſt, Eſtate, Term of Lives and poſſeſſion, which he the ſaid *W. B.* hath, or of Right ought, or is intituled to have, of, in, or to the ſaid Meſſuage, Tenement, and Premiſſes, and every, or any part or parcell thereof, by, or by force of the ſaid recited Indenture of Demiſe and Leaſe, ſo thereof to him formerly made as aforeſaid; *To have and to hold*, to them the ſaid *J. K.* &c. and their Aſsigns, from and immediately after the making of the ſaid preſents, for, and during, and to the full end and term, and during all the term of the natural life and lives of them the ſaid *J. K.* &c. and for, and during the term of the natural life of the Survivor and longeſt liver of *Aſsignment.* *Habend.*

Uſes. of them, bound to; and for ſuch uſe, intent, and purpoſe, that they the ſaid *J. K.* and the Survivor and Survivors of them, and his and their Aſſigns, ſhall, and may from time to time, and at all times hereafter, during the continuance of the ſaid term of three lives aforeſaid, ſtand, continue, and be ſeiſed thereof, and of every part and parcell thereof, to, and for ſuch Uſes, intents, purpoſes, conditions, limitations, and agreements, and to the uſe of ſuch perſon and perſons, and for ſuch Eſtate and Eſtates, and in ſuch manner and form, as hereafter in theſe preſents are particularly expreſſed, mentioned, and declared, and to no other uſes, intents, purpoſes, or meaning, in any wiſe; that is to ſay, of, and in all and ſingular the ſaid Meſſuages, Tenements, Lands, Premiſſes, with all and ſingular their Appurtenances, and of every part and parcell thereof, to, and for the only uſe and behoof of him the ſaid *W. B.* and his Aſſigns, for, and during the term of the natural life of him the ſaid *W. B.* and by, and immediately after the natural death and deceaſe of him the ſaid *W. B.* then of, and in, the full Moyety, half part, purparty, and portion of the ſaid Meſſuage, Tenement, and Premiſſes, and of every part and parcell thereof, with the Appurtenances, to, and for the uſe and behoof of *K.* now wife of the ſaid *W. B.* and her Aſſigns, for, and during the term of the natural life of the ſaid *K.* if they the ſaid *W. B.* and *K.* or any of them ſo long ſhall live: And by, and immediately after the ſeveral deaths and deceaſes of the ſaid *W. B.* and *K.* his wife, and of the Survivor of them, of, and in the ſaid Moyety, half part, Purparty, and portion of the ſaid Meſſuage, Tenement, and Premiſſes, ſo before limited in uſe, to, and for the uſe of the ſaid *K.* and likewiſe alſo by, and immediately after the natural death and deceaſe of the ſaid *W. B.* of, and in the other Moyety, half part, Purparty, and Portion of the ſaid Meſſuage, Tenement, and Premiſſes, with the Appurtenances, to, and for the uſe and behoof of the ſaid *R. B.* Son of the ſaid *W. B.* and of the Heirs Males of the body of the ſaid *R. B.* lawfully begotten, ſo long as they the ſaid *R. B. W. B.* & *I. B.* or any of them ſhall live or continue in full life; And for default, &c. yielding, &c. covenant, remain diſcharged of Incumbrances: Covenant for making further aſſurance, and a Letter of Attorney.

Note, That a Term cannot be aſſigned from a day to come, but the Land it ſelf by ſpeciall name may a Leaſe for life. Habendum *from a day to come, is not good, but from the making, or from a day paſt.*

An

An Aſsignment of a Rectory or Parſonage, Water-Mill, &c.

THis *Indenture* made, &c. Between *H.* of *G.* in the County of *Nott.* Eſq; third Son to the late Right Honourable Earl of *S.* deceaſed, of the one party; and *W.* of, &c. of the other party; *Witneſſeth*, That whereas the ſaid Earl, and *E. T.* Eſq; his ſecond Son, by their Deed indented, bearing date the 9th day of *Aug. An.* 28 *Eliz.* did Grant, Aſsign, Aſsure, or Convey unto the ſaid *H. T.* and his Aſsigns, all that the Rectory or Parſonage of *W.* in *Com. E.* and all Glebe-Lands, Tythes, Profits, Commodities, Oblations, Obventions, Emoluments and Advantages whatſoever, yearly ariſing, growing, coming or renewing, in, and upon the ſaid Parſonage of *W.* and Premiſſes, with the Appurtenances, and every part and parcell thereof for divers years yet enduring, as by the ſaid recited Indenture more at large doth, and may appear. *A Rent of an Aſsignment.*

And whereas alſo, one *W. S.* &c. by his Indenture, bearing date, &c. did bargain, alien, ſell, aſsign, and ſet over unto he ſaid *H. T.* and his Aſsigns, all that the Water-Mill, called the Abby Mill in *B*, with the Appurtenances in the ſaid County of *E*, together with all his Eſtate, Right, Title, Intereſt, Term and Terms of years, Reverſion, Claim, and Demand, which he the ſaid *W. S.* had, might, or ought to have unto the ſaid Water-Mill, and one parcel of Land adjoyning, with the appurtenances, and every part and parcel thereof by vertue of her Highneſs Letters Patents to him thereof made for the term of 20 years, or by vertue of one Grant from her Majeſty, of the Reverſion of the ſame Premiſſes for the Term of 31 years, unto one *N. H*; and by the ſaid *N.* conveyed unto he ſaid *W. S.* as by the ſaid recited Indenture more at large it doth, and may appear.

Now this *Indenture* further *Witneſſeth*, That the ſaid *H. T.* for divers good Cauſes and Conſiderations him thereunto ſpecially moving, hath given, granted, aſsigned, and ſet over, and by theſe preſents doth give, grant, aſsign, and ſet over unto the ſaid *W. R.* and his Aſsigns, all that, and thoſe the ſaid Rectory, or Parſonage of *W.* Glebe Lands, Tythes, Oblations, Obventions, and all and ſingular other the Premiſſes, with the appurtenances, and every part and parcel thereof, and all the eſtate, right, title, intereſt, term of years, claim and demand whatſoever of him the ſaid *H. T.* of, in, and to, the ſame, and every part and parcell thereof yet to come and unexpired; and alſo all that his ſaid term and eſtate of, in, and to the ſaid Water-Mill, and parcell of Land adjoyning in *B.* aforeſaid, with the Mill-Dam, and all and ſingular Water-Courſes and Streams, to, or with the ſaid Water-Mill now uſed or occupied, lying and being in *B.* aforeſaid, together with free Paſſage to come, go, and ride to, and from the ſaid Mill for the grinding of any manner of Corn and Grain whatſoever. *Aſsignment.*

And all the eſtate, right, title, intereſt, term of years, claim and demand whatſoever, of him the ſaid *H. T.* of, in, and to the ſame and every part and parcell

parcell thereof yet to come and unexpired, together with all Indentures of Leaſe, Grants, and Aſſigns, of the ſaid Premiſſes thereof made to the ſaid Earl *E.* and *H.W.* and *N.* or any of them, or to any other perſon or perſons to their, or any of their uſes; All which ſaid Writings, the ſaid *H.T.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, Covenanteth and Granteth, to and with, the ſaid *W.R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, to deliver, or cauſe to be delivered to the ſaid *W.R.* his Executors or Aſſigns, ſafe, whole, and uncancelled, at the reaſonable requeſt of the ſaid *W.R.* his Executors or Aſſigns, to them, or any of them to be made at any time before the Feaſt of the *Purification, &c.* next enſuing the date hereof, *To have and to hold*, uſe, occupy, and enjoy the ſaid Rectory or Parſonage of *W.* glebe Lands, Tythes, together with the ſaid Water-Mill, Water-Courſes and Streams, and all and ſingular other the Premiſſes, with their, and every of their ſeveral Appurtenances, and every the ſaid part and parcel thereof, and all the ſaid Eſtate, Right, Title, Intereſt, Term and Terms of years, claim, and demand of the ſaid *H.T.* of, in, and to all the ſaid Premiſſes, with the Appurtenances, and every part and parcel thereof unto the ſaid *W.R.* his Executors, Adminiſtrators, and Aſſigns, immediately from the making hereof, for, and during all the reſidue of the ſaid ſeveral term and terms of years yet to come and unexpired in the ſaid Rectory or Parſonage and Mill, and either of them, in as large, ample, and beneficial manner and form, to all intents, conſtructions, and purpoſes as the ſaid *H.T.* may, might, ſhould, or ought to have, ho'd, uſe, occupy and enjoy the ſaid Premiſſes, to the only and ſeveral uſes, intents and purpoſes, and upon ſpecial truſt and confidence hereafter in theſe preſents limited, declared, and appointed, of, for, or concerning the ſame, and to no other uſe, behoof, intent or purpoſe; that is to ſay, to the uſe and behoof of the ſaid *W.R.* and his Aſſigns, for, and during his natural life, (if the ſaid term of years ſhall ſo long endure). And if the ſaid *W.R.* ſhal depart this life within the ſaid term of years, then after the deceaſe of the ſaid *W.R.* the uſe, profits, and commodities of the ſaid Premiſſes, and of every part and parcel thereof, ſhall be and come to *E.* now wife of the ſaid *H.T.* and daughter and ſole Heir of the ſaid *W.R.* for ſuch and ſo many of the years that are, or ſhall be unexpired in the ſaid Premiſſes after the death of the ſaid *W.R.* as ſhall be and continue for term of her natural life (if the ſaid term or terms of years ſhall ſo long endure); And if the ſaid *E.* happen to depart this life before the expiration of the aforeſaid term; That then the uſe, poſſeſſion and intereſt of the whole term or terms aforeſaid; ſhall be, and come wholly with all the reſidue and number of years then unexpired to *G.* and *M.* Daughters of the ſaid *H.T.* begotten upon the body of the ſaid *Eliz.* and the longer liver of them.

An Asignment of a Lease for 100. *Years.*

THis *Indenture* made &c. Between *J. L.* Gent. ſon of *P. L.* Kr. of the one party, and *J. L.* one of the Sons of the ſaid *P. L.* Kr. of the other party; *Witneſseth*, That whereas *R. B.* late of *S.* &c. deceaſed, by his Indenture ſufficient in Law, bearing date the 20th day of *M.* in the 12th year of the King's Majeſties Raign that now is, did for the conſiderations in the ſaid Indenture ſpecified, demiſe, grant, ſet, and to Ferm lett, unto the ſaid *J. L.* all and ſingular his Mannors, Meſſuages, Houſes, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reverſions, and Services whatſoever, in the ſeveral Towns, Hamlets, Fields, and Territories of *H. S. D.* and *B.* in the ſaid Counties of *L.* or any of them, *To have and to hold* the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions Services, and other the Premiſſes, with all and ſingular their Appurtenances, unto the ſaid *J. L.* his Executors and Aſſigns indifferently, from and after the death of *M. B.* the Wife of the ſaid *R. B.* for, and during the term of 100. years then next following, fully to be compleat and ended, yielding and paying therefore yearly during the ſaid term of 100 years, to the ſaid *R. B.* his Heirs and Aſſigns, a certain yearly Rent, and alſo upon this Condition (amongſt other Conditions in the ſaid Indenture contained) that the ſaid *J. L.* at all and every time and times after the making of the ſaid Indenture, upon the Requeſt or Demand of the ſaid *R. B.* ſhould lawfully convey and aſſure, all and ſingular the Premiſſes, with their Appurtenances, or any part or parcell thereof, to ſuch perſon or perſons as by the ſaid *M. B.* her Executors or Adminiſtrators, ſhould be named or appointed, for and during all ſuch intereſt and term, as then ſhould be unexpired of the ſaid 100 years, or of ſuch part or portion thereof, as by the ſaid *R.* ſhould be limited, nominated or appointed, and further, as by the ſaid Indenture more at large it doth, and may appear.

Recital of a Leaſe.

Habend. *of the Reverſion aſſigned.*

Now the ſaid *J. L.* at the ſpecial requeſt and deſire of the ſaid *M.* late wife of the ſaid *R.* deceaſed, and by her nomination and appointment, and for the performance and accompliſhment of the Condition above recited, in theſe preſents, and of the truſt and confidence in him repoſed by the ſaid *R. B.* deceaſed; *H.* hath granted, aſſigned and ſet over, and by theſe preſents doth grant, aſſign, and ſet over unto the ſaid *J. L.* his Executors, Adminiſtrators, and Aſſigns, as well the ſaid premiſſes, with the Appurtenances above recited in theſe preſents, and every part and parcell thereof, for, and during the ſaid term of 100 years, as alſo all his eſtate, right, title, claim, intereſt, term of years, and demand whatſoever, of, in, and to the ſaid Indenture above recited in theſe preſents.

Conſider.

Aſſignment.

To this end and purpoſe, that the ſaid *J. L.* his Executors, Adminiſtrators or Aſſigns, ſhall from time to time, and at all times hereafter, at the requeſt of the ſaid *M.* her Executors, Adminiſtrators or Aſſigns, grant, aſſure, and convey

Condition.

convey as well the said premisses, with the Appurtenances, and every part and parcell thereof, for, and during the said term of 100 years, or for such Interest or term of years as at the time of such request made, shall be therein then to come and unexpired; as also the said Indenture above recited, and all the estate, right, title, interest, claim, term of years, and demand whatsoever, of the said *J. L.* his Heirs, Executors, Administrators, or Assigns, of, in, and to the said Premisses, and every part and parcel thereof. *In witness &c.*

A second Assignment of the same Lease.

Recital. THis *Indenture* made the day of &c. between *J. L.* Gent. son of *P. L.* Kr. on the one party; and *B.* Widow, sister of the said *J. L* and late wife of *R. B.* late of *S.* in the County of *L.* Esq; deceased, on the other party; *Witnesseth*, That whereas the said *R. B.* by his Indenture sufficient in the Law, bearing date &c. did, for the consideration in the said Indenture specified, demise, grant, set, and to Ferm lett, unto *J. L.* one other of the Sons of the said *P. L.* Kr. all and singular his Mannors, Messuages, Houses, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reversions, and Services whatsoever, in the several Towns, Hamlets, Fields, and Territories of *R. B.* &c. in the said County of *L.* or in any of them, *To have and to hold* all and singular the said Mannors, Messuages, Lands, Tenements, Rents, Reversions Services, and all other the Premisses, with all and singular the Appurtenances, unto the said *J. L.* his Executors or Assigns, immediately from and after the death of the said *M. B.* for, and during the term of 100. years then next following, fully to be compleat and ended, yielding and paying therefore yearly during the said term of 100 years, to the said *R. B.* his Heirs & Assigns, a certain yearly Rent, and also upon Condition (amongst other Conditions in the said Indenture contained,) that the said *J. L.* at all and every time and times after the making of the said Indenture, upon the Request or Demand of the said *M. B.* should lawfully convey and assure, all and singular the Premisses, with their Appurtenances, or any part or parcell thereof, to such person or persons as by the said *M.* her Executors or Administrators, should be named or appointed, for and during all such interest and term, as then should be unexpired of the said 100 years, or for such part or portion thereof, as by the said *M.* should be limited, nominated or appointed, as by the said Indenture more at large it doth, and may appear.

And whereas the said *J. L.* at the special request and desire of the said *M. B.* and by her nomination and appointment, and for the performance and accomplishment of the Condition above recited, in these presents, and of the trust and confidence in him reposed by the said *R. B.* deceased; hath by his Indenture bearing date the day of this present moneth of *J.* granted, assigned and set over, unto the said *J. L.* his Executors, Administrators, and Assigns, as well the said Premisses, with the Appurtenances above recited in

in theſe preſents, and every part and parcell thereof, for and during the term of 100 years. and alſo all his Eſtate, Right, Title, Intereſt, Claim, Term of years, and Demands whatſoever, of, in and to the ſame, and every part and parcell thereof, together with the ſaid Indenture above recited and theſe preſents, to this end and purpoſe, that the ſaid *I. L.* his Execuors, Adminiſtrators,and Aſſigns ſhould from time to time, and at all times from thenceforth at the requeſt of the ſaid *M.* his Executors, Adminiſtrators, and Aſſigns, grant, aſſure, and convey, by his or their Indenture or Deed ſufficient in the Law unto he ſaid *M.B.* her Executors,Adminiſtrators and Aſſigns,as well the ſaid Premiſſes with the Appurtenances,and every part and parcell thereof, for and during the ſaid term of 100 years,or for ſuch intereſt or term of years, as at the time of ſuch requeſt made, ſhould be therein then to come and unexpired, and alſo the ſaid Indenture above recited, and all the Eſtate,Right, Title, Intereſt, Claim, Term of years, and Demand whatſoever, of the ſaid *I. L.* his Executors, Adminiſtrators, and Aſſigns, of, in, and to,the ſaid Premiſſes and every part and parcell thereof.

And further, As by the ſaid Indenture made by the ſaid *J. L.* to the ſaid *J. L.* as aforeſaid more at large, it doth and may appear; Now the ſaid *I.L.* at the repueſt of the ſaid *M.B.* & for the end and purpoſe expreſſed and declared in the ſaid Indenture made by the ſaid *J. L.* as aforeſaid, hath granted aſſigned and ſet over,& by this prefent Indenture doth grant aſſign and ſet over unto the ſaid *M. B.* her Executors, Adminiſtrators and Aſſigns,as well the ſaid Premiſſes,with the Appurtenances,and every part and parcell thereof, for and during the ſaid term of 100 years, as alſo the ſaid Indenture above recited, made by the ſaid *R. B.* to the ſaid *J. L.* as aforeſaid, and all the Eſtate Right Title Intereſt Claim Term of years, and Demand whatſoever, of the ſaid *J. L.* of, in,and to,the ſaid Premiſſes, and every part and parcell thereof together with the ſaid Indenture made by the ſaid *J. L.* to the ſaid *J. L.* as aforeſaid. *In witneſſe* &c.

Leaſe of a
An Aſſignment of a Mannor.

THis *Indentuer* &c. Between *G. O.* &c. on the one party, and *G. D.* &c. on ther party, *Witneſſeth*; That whereas our Soveraign Lady the Queens Majeſtie by her Highneſſe Le ters patents, made under the great Seal of *England* bearing date at *G*, the &c. in the 29th, year of her Highneſs moſt gracious Raign, reciting certain Letters Patents of King *P.* and our late Soveraign Lady Queen *Mary*, late King and Queen of *England*, made to one *R. B.* under their great Seal of *England*, bearing date, the &c. in the 4 h. and 5th. year, of their Raigns; and alſo reciting certain her Majeſties former Letters patents, made to *R. A.* under the ſeal of the Exchequer, bearing date at *Weſtminſter*, the &c. in the 12th year of her Highneſſe Raign: Hath demiſed granted,and to Farm letten amongſt other thing to *W. H.* &c. all that her Manner of *I.* with all and ſingular Rights, Members and Appurtenances, ſcitu-

ate lying and being in *M.* in the County of *L.* to the late Priory of *B.* now dissolved, somtime belonging and appurtaining, and parcell of the possessions thereof, somtime being; And all that her severall Fishings in the River and water of *T.* and their Isles called the *Eights*, in the same water, on the side of the County of *B.* and all other the Premises to the said *R. B.* by the aforesaid Letters Patents, granted demised or letten, with all and singular their Appurtenances: And all and singular Edifices, Buildings, Barnes, Stables Dove-coats Orchards, Gardens, Lands, Meadows, Feedings Pastures, Commons, Wasts, Champion Grounds, Heaths, Moors, Marshes, Waters, Fishings, Harvest-daies of the Tenants, of the said Mannor of *B.* Profits, Commodities, Advantages Emoluments and Heteditaments whatsoever, to the premisses or any part thereof, in any manner of daies belonging or happening or with them or any of them, for their severall Rents reserved in the said Letters Patents therefore demised letten used occupied or injoyed, with all and singular their Appurtenances; And the Reversion and Reversions whatsoever, of all and singular the premisses, by the said Letters Patants before granted, and every parcell thereof (except to our said Soveraign Lady the Queen, her Heirs and Successors alwaies reserved.) All great Trees, Woods, Under-wood, Wards Marriages, Mynes Quarries Court-Leets, Views of Frank-pledge, Release, Harriots, Fines, Amerciaments, Inrents, Eschears, Goods, Chattels, and Services of Bond-men, and their Sequells, Felons; Fugitives, Felons of themselves put in to Exigent, Condemned, and Outlawed, Wayses, Strayes, whatsoever.

And, all and all manner of Advowsons, Churches, and Chappels whatsoever, to the Premisses belonging. *To have and to hold*, the aforesaid, Mannor of *I.* And all and singular other the Premisses to the said *R. B.* as aforesaid, granted demised and letten, with all their Appurtenances, by the said Letters Patents (except before excepted) to the said *W. H.* his Executiors and Assigns, from the time wherein the said Letters Patents and Agreements to the said *R. B.* thereof as aforesaid, made, by Execution, Surrender, forfeiture, or by any other means whatsoever, first and next should happen to be void ended and determined, unto the end and term of 21 years, from thence next following, fully to be compleat and ended, yielding then and from thenceforth yearly to out said Soveraign Lady the Queens Maiesty, her Heirs and Successors, 21 *l.* of lawfull mony of *England*, at the Feast of &c. to the hands of the Bayliff or Receivers of the Premisses, for the time being, by even portions to be paid, during the said term of &c.

And, *To have and to hold*, the foresaid Fishing and the said Isles called the *Eights*, and all and singular other the Premisses of the said *R. A.* demised and letten with their Appurtenances, to the foresaid *W. H.* his Executors, and Assigns, from the time wherein the said Letters Patents, and Grant to the said *R. A.* as aforesaid made, by expiration surrender forfeiture, or by any other manner of waies whatsoever, first and next should happen to be void ended or determined unto the end and term of &c. from thence next following, fully to be compleat and ended, yielding then therefore yearly to our said Soveraign Lady the Queen, her Heirs, and Successors, 8*s.* &c. at the Feasts

of

of &c. to the hands of the Bayliff or Receivers of the Premisses, for the time being, by even portions to be paid, during the said term of &c.

And, whereas furthermore by the same Letters Patents there is granted and given by her Highnesse full power and authority, to the said *W. H.* his Executors, and Assigns, to have Timber for the Reparations of the Houses, and Buildings of the premisses, in and upon her Majesties Wood growing upon the Premisses, to be taken by Assignment of her Majesties Officers, with further power and authority to the said *W. H.* to have and take Hous-boor, Hedg-boot Fire-boot Plow-boot and Cart-boot; As by the said Letters Patents granted to the said *W. H.* more at large it doth and may appear. The Interest Estate, Right Use, Possession Reversion, Claim, and Demand whatsoever, of him the said *W. H.* of, in, and to the said Mannor of *I.* with the Rights Members and Appurtenances, and of, and into the said Fishings in the River and water of *Thames*, and in the Isles called the *Eights*, in the same water; and of, in, and to all other the Premisses with all and singular their Appurtenances, before in these presents recited, which one *I. M.* and *E. U.* Gent. lately had and enjoyed, as by one Indenture under the hand and seal of the said *W. H.* bearing date &c. amongst divers other Covenants, Grants, and Agreements, therein contained, more plainly may appear.

And whereas, also the said *I. M.* and *E. U.* by their Indenture under their hands and seals, bearing date &c. for the consideration therein specified, did bargain sell assign and set over unto *G. O.* &c. all the Estate Right Title Use Possession, Reversion, Term of years Claim and Demands whatsoever, which they the said *I. M.* and *E. U.* or either of them had, or hath or ought to have or claim, of, in and to the said Mannor of *I.* with the Rights Members and Appurtenances, and of, in, and to the said Fishings in the River and water of *T.* and in the Isles called the *Eights* in the same water, and all other the Premisses, with all and singular their Appurtenaces, and of, in, and to every part and parcell thereof, together with the said Letters Patents, to the said *W. H.* made and granted as aforesaid, and the said Indenture of Assignment above mentioned, and one Obligation or writing Obligatory, wherein the said *W. H.* standeth bound to the said *I.* and *E. U.* in the sum of &c. with condition thereupon endorsed, touching the performance of the Covenants, Grants, Conditions, and Provisoes, mentioned and contained in the said second recited Indenture. To have hold, occupy, possess and enjoy the said Mannors, Messuages, Lands Tenements, Fishings, and the said three Isles called the *Eights*, and all and singular other the Premisses, and every part and parcell thereof; and the said Estate, Right, Title, Interest, Use, Possession, Reversion, Claim, and Demand of them the said *I. M.* and *E. U.* and either of them, of, in, and to the same, together with the said Letters, Patents, Indenture of Assignment, and Writing Obligatory aforesaid, unto the said *G.* his Executors, Administrators, and Assigns, in as large ample and beneficiall manner and form, to all intents and purposes, as they the said *I. M.* and *E. U.* or either of them, might could should or ought to have and enjoy the said premisses, by force and virture of the said Indenture, or otheawise, as by the same last recited Indenture of Bargain and Sale, more plainly also apepareth.

The Grant.

Now this Indenture further *Witnesseth*; That the said *G. O.* for, and in, consideration of the sum of &c. to him in hand, at and before the ensealing and delivery of these presents, by the said *G. D.* well and truly contented and paid, whereof and wherewith he acknowledgeth himselfe fully satisfied and paid; And thereof, and of every part and parcell thereof, doth clearly acquit and discharge the said *G. D.* his Executors, and Administrators: And every of them for ever, by these presents, hath bargained, sold, granted, assigned, and set over, and by these presents, doth plainly and clearly bargain, sell, give, Grant, Assign, and set over unto the said *G. D*, all the Estate, Right, Title, Interest, Use, Possession, Reversion, Term of years, Claim, and Demand whatsoever, which he the said *G. O.* or any other person or persons to his use, have, or hath, or of right ought to have or claim, of, in, and to, the said Mannor of *I.* with the Rights, Members, and Appurtenances, and of, and in, and to the said Fishings, in the River, and water of *T.* in the Isles called the *Eights* in the same water, and all other the premisses before mentioned, with all and singular their Appurtenances, and of, in, and to every part or parcell thereof, together with the said Letters Patents to the said *W. H.* made and granted as aforesaid, and the said Indenture of Assignment above mentioned, and the said Obligation, or writing Obligatory, wherein the said *W. H.* standeth bound unto the said *I. M* and *E. W.* in the sum of &c. for the performance of the Covenants, Grants, Conditions, and Provisoes mentioned in the said Indenture: To have, hold, occupy, possesse, and enjoy the said Mannor, Messuages, Lands, Tenements, and Fishings, and the said three Isles called the *Eights*, and all and singular other the Premisses with the Appurtenances, and every part and parcell thereof: And the said Estate, Right, Title, Interest, Use, Possession, Reversion, Claim, and Demand, whatsoever, of him the said *G. O.* of, in, and to the same, together with the said Letters Patents, and Indentures, and Writing Obligatory aforesaid, unto the said *G. O.* his Executors, Administrators, and Assigns, in as large ample and beneficiall manner and form, in every thing and things, and to all intents and purposes, as he the said *A. B.* may might, should, or ought to have or enjoy the same premisses, by force and virtue of the said Letters Patents, recited Indentures, or other wise by any waies or means whatsoever.

Covenant for quiet enjoying.

And, the said *G. O.* for him his Executors, Administrators, and Assigns, Covenants and Granteth, to, and with the said *G. D.* his Executors, Administrators, and Assigns, by these presents, That the said *G. D.* his Executors, Administrators, and Assigns, shall or may from henceforth during the said term of &c. peaceably and quietly, have hold, occupy, and enjoy the said Mannors, Messuages, Lands, Tenements, Fishings, & all and singular other the Premisses, with their Appurtenances & every part and parcell thereof, clearly acquitted, discharged or otherwise saved & kept harmlesse by the said *G. O.* his Executors Administrators, or Assigns, or some of them, of, and from all and singular former Bargains, Sales, and Gifts, Grants, Leases, Assignments, Forfeitures, Charges, Rents, Arrerages of Rents, Re-entries, Cause and Causes, Forfeiture and Re-entry, and of, and from all, and every other charges, Titles, Troubles, and Incumbrances whatsoever; the Rent, Covenants, and payments contained

and

and ſpecified in the ſaid Letters Patents on the Tenants part and behalf, from, and after the 9. Day of, *&c.* next enſuing, *&c.* onely exceptance reſerved.

And furthermore, That the ſaid *G. O.* and the ſaid *I. M.* and *E. W.* and every of them, their Executors and Adminiſtrators, and every of them, ſhall from, and after the 9. of &c. and at all times then after, and from time to time, at the coſts and charges in the Law of the ſaid *G. D.* his Executors, Adminiſtrators, and Aſſigns, permit and ſuffer the ſaid *G. D.* his Executors, Adminiſtrators, or Aſſigns, to attempt, ſue, and proſecute all, and every ſuch lawful Action and Actions, Plaints, Pleas, Proceſſes, Judgments, and Executions, as he the ſaid *G. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall think meet or convenient to attempt, commence, ſue, or proſecute, in the name of them the ſaid *I. M.* and *E. W.* their Executors, or Adminiſtrators, for, or upon the ſaid Obligation, or Deed Obligatory of &c. by reaſon of any breach, or not performance of the Covenants, Grants, Articles, or Agreements, in the ſaid firſt recited Indenture of Aſſignment, expreſſed and ſpecified, without being Non-ſuit; or willingly nulling any Diſcontinuance, Releaſe, or other Diſcharge of, or for the ſame Actions, Suits, Judgments, or Executions, or any of them, without the conſent and agreement of the ſaid *G. D.* his Executors, Adminiſtrators, or Aſſigns.

A Letter of Attorney, to ſue up the Bond aſſigned.

And alſo, That neither he the ſaid *G. O.* nor the ſaid *I. M.* or *E. W.* or any of them, have releaſed or diſcharged; nor that they the ſaid *G. O. I. M.* or *E. W.* or any of them, their Executors, or Adminiſtrators, hereafter ſhall releaſe, or diſcharge the ſaid Obligation of &c. wherein the ſaid *W. H.* ſtandeth bound as aforeſaid; nor any of the Covenants, Grants, Articles, or Agreements, in the ſaid firſt recited Indenture contained, without the ſpecial aſſent, or conſent of the ſaid *G. D.* his Executors, or Adminiſtrators, firſt had and obtained in Writing, under his or their Hand and Seal; and alſo, that he the ſaid *G. D.* his Executors, Adminiſtrators, and Aſſigns, ſhall, or may recover, take, receive, and enjoy, to the onely uſe of him the ſaid *G. D.* his Executors, Adminiſtrators, and Aſſigns, all and every ſum, or ſums of money, and other benefits, as ſhall be recovered, obtained or gotten, upon, or by reaſon of the ſaid Actions, Suits, Judgments, and Executions, or any of them, without any manner of Let, Interruption, or Diſturbance of the ſaid *G. O. I. M.* or *E. W.* their, or any of their Executors and Adminiſtrators, and without any account, reckoning, or other thing therefore by the ſaid *G. D.* his Executors, Adminiſtrators, or Aſſigns, to be yielded, made, or done.

Provided always, and the ſaid *G. D.* for him, his Executors, Adminiſtrators, and Aſſigns, and every of them, covenanteth, granteth, and agreeth to, and with the ſaid *G. O.* his Executors, Adminiſtrators, and Aſſigns, by theſe Preſents, That if the ſaid *G. O.* his Executors, Adminiſtrators, or Aſſigns, or any of them, do well and truly pay, or cauſe to be paid unto the ſaid *G. D.* his Executors, Adminiſtrators, or Aſſigns, or any of them, the ſum of &c. in the ſaid 9th Day, &c. which ſhall be &c. at, or in the now dwelling houſe of the ſaid *G. D.* ſcituate and being &c. between the hours of &c. without fraud or further delay; That then, as well this preſent Indenture of Bargain and Sale; as alſo one ſingle Obligation of the date hereof, wherein the ſaid *G. O.*

ſtandeth bound and ſurely holden unto the ſaid *G.D.* in the Sum of &c. payable in the &c. which ſhall be, &c. utterly void and of none effect in the Law, to all intents and purpoſes; and that then the ſaid *G. D.* his Executors or Aſſigns, ſhall after the full Payment and Receit of the ſaid Sum of, &c. at the day, time, and place above mentioned, well and truly re-deliver, or cauſe to be re-delivered unto the ſaid *G.O.* his Heirs, Executors, or Aſſigns, the foreſaid Letters Patents, Indentures of Aſſignments, and the ſaid recited Writing Obligatory of the ſum of, &c. and this preſent Indenture, and the ſaid ſingle Obligation, wherein the ſaid *G.O.* ſtandeth bound unto the ſaid *S.D.* in the ſum of, &c. which ſhall be Cancelled and made void without fraud or coven.

Provided always, If Default be made or had in the payment of the ſaid Sum, &c. contrary to the form, effect, true intent and meaning of theſe Preſents; then this preſent Grant and Aſſignment of the Premiſes, and the ſaid ſingle Obligation, &c. thereof made, and all o her Writings concerning the ſame, ſhall ſtand, abide, and remain to the ſaid *G. D.* his Executors, Adminiſtrators, and Aſſigns, abſolutely without any manner of condition, in full ſtrength and vertue. *In witneſs whereof*, &c.

An Aſsignment of a Bond.

THis Indenture made, &c. Between *J.S.* and *H.D.* on the one party, and *J. S.* on the other party, *Witneſſeth*, That whereas *H. F.* by his Obligation by him ſealed and delivered as his Deed, bearing date &c. is, and doth ſtand holden and firmly bounden unto them the ſaid *J.S.* and *H. D.* in 250*l.* of lawful money of *England*, to be paid unto the ſaid *J.S.* and *H. D.* or their certain Attorney or Execu ors, with Condition indorſed upon the ſaid Obligation of, and for the true payment of the ſum of &c. and further, as by the ſaid Obligation and Condition more fully appeareth.

Conſideration. Now this Indenture witneſſeth, That they the ſaid *J.S.* and *H. D.* for divers good reaſonable and lawful cauſes and conſiderations them thereunto moving, have bargained, granted, aſſigned, and ſet over; and by theſe Preſents, for themſelves, their Executors, Adminiſtrators, and Aſſigns, do bargain, grant, aſſign, and ſet over unto &c. the ſaid Bond, Obligation, or Writing Obligatory of 250*l.* and all the Eſtate, Right, Title, Debt, Benefit and Profit of the ſame, which they the ſaid *J.S.* and *H.D.* or either of them, now have, or ought, or be inti uled to have in, or to the ſame: And all the Profit, Debt, and Benefit of the ſaid Bond, Obligation, or Writing Obligatory of 250*l.* And alſo all and ſingular Debts, Duties, Penalties, Sums of Money; and all o her Duties whatſoever contained, men ioned, or ſpecified, and which is, or ſhall be in right nd equity due or payable, by force of, or upon the ſame: *To have and to hold* unto the ſaid *J. S.* her Executors and Aſſigns, to the onely proper uſe, behoof, and benefit of the ſaid *J.S.* her Executors and Aſſigns: And they the ſaid *J. S.* and *H. D.* for themſelves, their Heirs,

Aſſignment.

Executors,

Executors, Adminiſtrators, and Aſſigns, do covenant and grant by theſe Preſents, to and with the ſaid *J. S.* her Executors and Aſſigns, that the ſaid Bond, Obligation, or Writing Obligatory of 250 *l.* is already forfeited by the non-payment of the ſaid ſum of 120 *l.* And that the ſaid Bond, Obligation, or Writing Obligatory of 250 *l.* and all and every ſum and ſums of Money, Penalty, Forfeitures, Debts, and Duties, in the ſame contained or mentioned, at the time of the enſealing and delivery hereof, are not, nor is not by the ſaid *J. S.* nor by any other by his conſent to his knowledge, received, releaſed, diſcharged, levyed, executed, or ſatisfied. And that he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, nor any of them, ſhall not at any time or times hereafter, releaſe, diſcharge, or make void the ſaid Bond, Obligation, or Writing Obligatory of 250 *l.* nor otherwiſe any ſum or ſums of Money, Penalty, Forfeiture, Debt, Duty, Covenant, or Grant, in them, or any of them, contained or mentioned; neither that any perſon or perſons, by the aſſent, aſſignment, or conſent of the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, other then the ſaid *Ja. S.* her Executors or Aſſigns, Deputy or Deputies authorized; and ſuch perſon and perſons as ſhall be authorized by theſe preſent Indentures, ſhall commence and proſecute any Action or Actions, Suit or Suits, for, by, or upon, or by reaſon of the ſaid Bond or Writing Obligatory; or for, by, and upon any ſum or ſums of Money, or o her Debt or Duty in the ſame contained, either againſt the ſaid *H. F.* his Executors, Adminiſtrators, or Aſſigns, or any of them; or any other perſon or perſons, claiming or holding, in, by, or under the Right and Title of the ſaid *H. F.* or any of them; or any of their Goods or Chattels; or their, or any of their Bodies, Lands, Tenements, and Hereditaments, within the Realm of *England*; nor otherwiſe ſhall have, enjoy, take, challenge, or demand to his own uſe and benefit, any Debt or Profit, in, of, or upon, touching or concerning the ſaid Bond, Obligation, or Writing Obligatory of 250 *l.* or any ſum or ſums of Money, Debt, Penalty, or other Duty, to be due or payable, by, or by force of the ſame; or touching, or concerning any other of the Premiſſes, without the ſpecial Licence, Agreement, and conſent of the ſaid *Ja. S.* her Executors, Adminiſtrators, or Aſſigns, or ſome of them firſt had and obtained in Writing.

Covenant that the Bond is forfeited.

That it neither is, or ſhall be releaſed by, *&c.* That the Obligee ſhall not releaſe.

And further alſo, For the better ſtrengthning and corroborating of the ſaid grant and aſſurance of the Premiſſes, the ſaid *Jo. S.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them as well hath, conſtituted, ordained, deputed, and in his place put; and by theſe Preſents, doth conſtitute, ordain, depute, and in his place put the ſaid *Ja. S.* his true, lawful, and irrevocable Attorney; as alſo doth further grant to, and for the ſaid *Ja. S.* her Executors, Adminiſtrators, and Aſſigns, that it ſhall, and may be lawful to, and for the ſaid *Ja. S.* her Executors, Deputy, Attorney, and Aſſigns, and every of them, at all times hereafter, and from time to time, for, and until execution be had upon the ſaid Bond, Obligation, or Writing Obligatory of 250 *l.* at her free will & pleaſure, for, & in the name & names of the ſaid *Jo. S.* and to the only uſe of the ſaid *Ja. S.* her Executors and Aſſigns; and at the onely coſts and charges in all points of the ſaid *Ja. S.* her Executors, Adminiſtrators, and

Letter of Attorney.

assigns, lawfully to arrest, sue, or implead the said *H. F.* his Executors, and Assigns; and all and every other person and persons needful, and as the same shall permit, for, and upon the said recited Bond, Obligation, or Writing Obligatory of 250 *l.* and otherwise to commence, prosecute, and follow, any lawful Proces, Suit, Action, Plaint, Plea, or Information, in any Court or Courts whatsoever, and before any Judge or Judges whatsoever.

And likewise also to plead any Plea or Pleas, and to proceed and joyn any Issue or Issues, and thereupon to pray Judgment and Judgments, and sue and take lawful execution and executions, extent and extents whatsoever, for, and in the name and names of the said *J. S.* his Executors, Administrators, and Assigns; by, or upon the said Obligation, or Writing Obligatory of 250 *l.* for any pain, penalty, forfeiture, sum or sums of money, or other Debt, Duty, or Demand therein contained, mentioned or specified against the said *H. F.* his Executors, Administrators, or Assigns, or any of them; and against all and every other person and persons needful, as the Law shall permit, and against their and every of their bodies; and likewise against their and every of their Lands, Tenements, Hereditaments, Goods, and Chattels; of, for, and concerning the levying, payment, and satisfaction of the said Bond, Obligation, and Writing Obligatory; and all and every the sum and sums of money, and other the Debts, Duties, Penalties, and Forfeitures, therein contained or mentioned; and thereby, or by force thereof, to be due and payable, for, and during, and until such time as the same shall be fully and truly satisfied and discharged, and recompenced unto the said *J. S.* her Deputy, Attorney, Executors, and Assigns.

To avow Suits upon the Bond.

And the said *Jo. S.* doth further covenant and grant, for himself, his Executors, Administrators and Assigns, by these Presents, to and with the said *Ja. S.* her Executors, Administrators, and Assigns; that he the said *Jo. S.* his Executors, Administrators, and Assigns, and every of them, shall and will from time to time and at all and every time and times hereafter, at the onely costs and charges in all points of the said *J. S.* her Executors, Administrators, and Assigns, avow, justifie, and maintain, all and singular the said lawful Arrests, Suits, Processes, Actions, Plaints, Pleas, Issues, Judgments, Executions, and Extents, so to be made, commenced, prosecuted, followed, prayed, or taken as aforesaid: And also, that he the said *Jo. S.* his Executors, Administrators, or Assigns, or any of them, shall not wittingly nor willingly be non-suit in any such Action or Actions, Suit or Suits, Plea, Plaint, or Proces, nor otherwise delay, release, determine, discontinue, or otherwise make frustrate or void, any such Suit or Suits, Proces or Processes, Action or Actions, Plaint or Plaints, Plea or Pleas, Issue or Issues, Judgment or Judgments, Execution or Executions, Extent or Extents whatsoever; or any Proces or Proceedings before, by these Presents indented, or specified to be thereupon taken or pursued; nor otherwise shall nor will by any ways or means whatsoever, disagree unto, revoke or countermand the same, or any lawful Grant, Clause, Matter, Assignment, or Authority, limited, granted, given, appointed, in or by these Presents, or thereby mentioned, or truly intended, or any part or parcel thereof in any wise.

Not to be non-suit, or release.

And further also, That the said *Ja. S.* her Executors, Administrators, and Assigns,

Assigns, and every of them shall and may from time to time, and at all and every time and times hereafter, levy, take, receive, have, hold, possess, and enjoy, to their sole, onely, and proper use and behoof as aforesaid, all and singular sum and sums of Money, Lands, Tenements, Hereditaments, Goods, and Chattels, Advantages and Commodities whatsoever; which at any time or times hereafter, shall be lawfully had, levyed, extended, adjudged, or recovered, by any lawful ways or means whatsoever, by force of the said Bond, Obligation, or Writing Obligatory of 250 *l.* or any matter or thing in these Presents contained.

Further assurance.

And further also, That he the said *Jo. S.* his Executors, Administrators, and Assigns, shall at all time and times hereafter, upon reasonable request to him or them to be made by the said *Ja. S.* her Executors, Administrators, or Assigns, at the costs and charges in the Law of the said *Ja. S.* her Executors, or Assigns, make, do, and suffer to be done, all and singular further lawful and reasonable act and acts, thing and things, conveyance and conveyances in the Law, as by the said *Ja. S.* her Executors, Administrators, or Assigns, or any of their Councel learned shall be reasonably devised, advised or required. So as &c. for the sure-Making, Granting, Passing, and assuring, unto the said *Ja. S.* her Assigns of the said Bond, and all sums of money thereby to be due or payable; and also of all and singular such Lands, Tenements, Hereditaments, Goods and Chattels of any person or persons which shall be extended, recovered, had, or taken in Execution, by or upon any Suit, Judgment, or Execution to be had or given, by, or upon the said Bond, and of all other Debts, advantages, profits and commodities, which shall, or may grow, come, or be by having of the body of the said *H. F.* his Executors, Administrators, or Assigns, in Prison upon any action or Execution by force of the said Bond and Obligation of 250 *l.* or in any matter or thing in these Presents contained or mentioned.

To release, compound, or agree, &c.

And lastly, The said *Jo. S.* for himself, his *&c.* doth further covenant, grant, and fully agree to, and with the said *Ja. S.* her Executors, Administrators, and Assigns, and to and with every of them by these Presents, that she the said *Ja. S.* her Executors, and Assigns, for any act heretofore done, or hereafter to be done by the said *Jo. S.* his Executors, or Administrators, shall or may have full power and authority by virtue of these Presents, either in her own name (if Law will so permit) or otherwise in the name of the said *Jo. S.* his Executors and Assigns, at her will and pleasure, to release, discharge, compound, or agree, with any person or persons to whom it shall appertain, or be thought expedient or needful of, for, or concerning the said Bond, Obligation, or Writing Obligatory, and for, and concerning any sum or sums of Money, Debt, Penalty, Forfeiture, Duty, Benefit, Execution, Extent, Advantages, Profit, and Commodity whatsoever, of the said Bond and Obligation of 250 *l.* aforesaid; or of, for, or concerning any other the Premisses covenanted, promised, agreed, assigned, or set over, or authorized to be levyed, taken, or raised thereupon. *In witness, &c.*

A very good Aſsignment of a Leaſe.

THis *Indenture* made, *&c.* between *A.B. &c.* of the one party, and *C.D.* of the other party, *witneſseth*, That whereas *H.A.* deceaſed, by the name of *H.A.* of *W.* in the ſaid County, Gent. by his Indenture of Leaſe under his Hand and Seal, bearing date the 1. of *May*, in the 38. year of the Raign of our late Soveraign Lady Queen *Elizabeth* of *England*, &c. for the conſiderations therein mentioned, did demiſe, grant, betake, leaſe, ſet, and to Ferm-let, unto the ſaid *C.D.* and his Aſſigns, all that, and thoſe the Meſſuage and Tenement, with the Appurtenances in *B.* &c. called *R.* houſe, then or late in the Tenure, holding or occupation of *A.B.* Father of the ſaid *A. B.* or of his Aſſigne or Aſſigns; or by what other name ſoever the ſaid Meſſuage was then called or know *&c. To have and to hold* the ſaid Meſſuage and Tenement, and all and ſingular the ſaid Edifices, Houſes, Buildings, Yards, Orchards, Gardens, Cloſes, Incloſures, Fields, Meadows, Paſtures, parcels of Land, and all other the Premiſſes, with the Appurtenances before therein mentioned, to be demiſed whatſoever; and the Reverſion and Reverſions thereof unto the ſaid *A.B.* his Executors, Adminiſtrators, and Aſſigns, from and immediately after the deceaſe of the ſaid *A. B. J. A.* and *Ann. A.* unto the end of the term; and for, and during all the whole term-time, and ſpace of 41 years then next and immediately following, fully to be compleat, ended, and determined, without impeachment of any manner of Waſt, for building, in, or upon the Premiſſes, or for digging or getting of Marle, or of any manner of Under-wood, to be ſpent and beſtowed in, and upon the Premiſſes, and not elſewhere; yielding and paying therefore yearly, during the ſaid term of 41 years, from and after the commencement thereof to the ſaid *H.A.* his Heirs and Aſſigns, the yearly Rent of 13 *s.* 4 *d.* of *&c.* at the Feaſt-Days of the Nativity of St. *John Baptiſt*, and the Birth of our Lord God, by even portions; the firſt day of payment thereof, to commence and begin at ſuch of the ſaid Feaſts, as ſhould chance to be next after the death of the Survivor, and longeſt liver of them the ſaid *&c.* and further as in, and by the ſaid Indenture of Leaſe, relation thereunto being had, may more plainly and at large appear.

And whereas, The ſaid *H.A. Alice A.* then wife of the ſaid *H.* & *E.* Son and Heir apparent of the ſaid *H.* for the more better confirming of the ſaid Indenture of Leaſe, and the Eſtate and Term therein, and thereby granted, have by their Indentures of Covenants, bearing date the 2. Day of *May*, in the ſaid 38. year of the Raign of our late Soveraign Lady Q. *Elizabeth*, for the conſiderations therein mentioned, covenanted, and agreed to, and with the ſaid *A. B.* his Executors and Aſſigns, that the ſaid *H. A. Alice* then his Wife, and the ſaid *E. A.* the Son, ſhould at the next Aſſizes, or General great Seſſion for Pleas, then to be holden at *Lancaſter*, before

before the Juſtices or Juſtice of our ſaid late Soveraign Lady Queen *Eliz.* her Heirs or Succeſſors there for the time being, levy and acknowledg a Fine *Sur Conuſance de Droit come ceo, &c.* with proclamations in due form of Law, to *J.W.* and *J.S.* and their Heirs, of all and ſingular the ſaid Meſſuage and Tenement, and all and ſingular other the Premiſſes, with the Appurtenances, compriſed and mentioned in the ſaid Indenture of Leaſe, by the name of one Meſſuage, 2. Gardens, 18 acres of Land, 6. acres of Meadow, and 7. acres of Paſture, with the Appurtenances in *B.*

And, it was thereby further agreed by, and between all the ſaid parties, That the ſaid Fine ſo to be levied and acknowledged, as is aforeſaid, at all times after the levying and ingroſſing thereof, and the Lands and Tenements therein to be contained, ſhould be to the uſes of the ſaid *A.B.* and his Aſſigns, for, and during all the Term of 41 years, mentioned in the Indenture of Leaſe, with other uſes therein expreſſed. And immediatly after the determination of 41 years, then to the uſe of the ſaid *H.A.* his Heirs and Aſſigns for ever. And further, as in and by the ſaid laſt recited Indentures (relation being thereunto had) may more at large appear.

And, whereas a Fine was levied in the Court of our ſaid late Soveraign Lady Queen *Elizabeth*, at *Lancaſter*, upon Tueſday the 10th day *Aug.* in the year of the Raign of our ſaid late Soveraign Lady Queen *E. &c.* the 38. before her Majeſties then Juſtices at *Lancaſter*, and others, between the ſaid *J.W.* and *J.S.* Plaintiffs, and the ſaid *H.A.* Gent. and *Alice* his wife, and *Ed.A.* Son and Heir apparent of the ſaid *H.* Deforceants, of 1. Meſſuage, 2. Gardens, 18 acres of Land, 6. acres of Meadow, and 7. acres of Paſture, with the appurtenances in *B*, as by the ſaid Fine more at large it doth and may appear.

And, Whereas ſince the making of which ſaid Indenture of Leaſe, the ſaid *J.A.* and *Anne A.* are dead, Now this Indenture further *witneſſeth*, That the ſaid *A.B.* for, and in conſideration of the ſum of 60 l. of good &c. to him in hand paid by the ſaid *C.D.* at, and before, the enſealing of theſe preſents, whereof, and wherewith the ſaid *A.B.* doth hereby acknowledg himſelf well and truly ſatisfied and paid, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate, and diſcharge the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, and every of them, for ever by theſe preſents, hath given, granted, aſſigned, and ſet over, and by theſe preſents, doth fully and abſolutely grant, aſſign, and ſet over, unto the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, all and every the ſaid Meſſuage and Tenement, Lands and Premiſſes, &c. together with the recited Indenture of Leaſe, and all the Eſtate, Right, Title, Intereſt, Common Right, Power, Poſſibility, Claim and Demand whatſoever, which the ſaid *A.B.* now hath, or ought to have, or can, or may by any wayes or means hereafter, ask, challenge, or demand, of, in, or to the ſaid Meſſuage and Tenement, Lands, and other the Premiſſes before mentioned, or of, in, or to all, or any part or parcell thereof, and the Reverſion and Reverſions, Remainder and Remainders of all and every the ſaid Premiſſes, with the appurtenances whatſoever: *To have and to hold*, all and every the ſaid Meſſuage and Tenement, Lands, Tenements,

and

and Hereditaments, and all other the Premiſſes whatſoever hereby granted, meant or mentioned to be granted, with all and ſingular their and every of their Appurtenances, and every part and parcell thereof, together with the ſaid Indenture of Leaſe; and all the Eſtate, Right, Title, Intereſt, Power, Poſſibility, Claim and Demand whatſoever, which the ſaid *A. B.* hath, or ought to have, or can, or may by any means ask, challenge, or demand, of, in or to the ſaid Meſſuage and Tenement, Lands, or other the Premiſſes, with the appurtenances, or of, in, or to, any part thereof, and the Reverſion or Reverſions, Remainder and Remainders of all and every the ſaid Premiſſes, to the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, from and immediately after the death and deceaſe of the ſaid *A. B.* unto the end of the term, and for, and during all the whole term, time and ſpace of 41. years then next and immediatly enſuing and following, fully to be compleat, ended, and determined, without impeachment of, or for, any manner of Waſte for building in, and upon the ſaid Premiſſes, or any part thereof; or for digging or getting of *Marle*, or of any manner of Under-wood to be ſpent and beſtowed in and upon the ſaid Premiſſes, or ſome part thereof, in as full, large, ample, and beneficial manner and form, to all intents and purpoſes, as the ſaid *A. B.* might or could in any wiſe have held and enjoyed the ſame, Yielding and paying therefore yearly during all the term hereby granted to the Heirs of the ſaid *H. A.* the yearly Rent of 13 s. 4 d. currant &c. at ſuch Feaſts and times as in the ſaid Indenture of Leaſe is mentioned and declared.

And, The ſaid *A. B.* for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to, and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid *A. B.* now hath full power, good and lawful authority to grant and aſſign the ſaid Meſſuage and Tenement, and all other the ſaid Premiſſes, with the appurtenances, to the ſaid *C. D.* his Executors, Adminiſtrators, & Aſſigns, for, and during all the term hereby granted, in manner and form aforeſaid: And that he the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, ſhall and may at all times, during the term hereby granted, and according to the true and plain meaning of theſe preſents, peaceably and quietly have, hold, occupy and enjoy all and every the ſaid Meſſuage & Tenement, Lands, and other the premiſſes, with the Appurtenances, without any manner of let, ſtop, ſuit, trouble, ejection, eviction, interruption or diſturbance of the ſaid *A. B.* his Executors, Admniſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever; and alſo acquitted, exonerated, diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, of and from all and all manner of former and other Bargains, Gifts, Grants, Aſſignments, Joyntures, Dowers, Judgments, Executions, Forfeitures; and of and from all other charges and incumbrances whatſoever, had, made, ſuffered or done, or hereafter to be had, made, ſuffered, or done by the ſaid *A. B.* his Executors, Adminiſtrators, and Aſſigns, or any of them, or by any other perſon or perſons whatſoever.

And, The ſaid *A. B.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That he the

the ſaid *A.B.* ſhall and will at all times hereafter, and from time to time, during the natural life of the ſaid *A. C.* at the reaſonable requeſt, coſts and charges in the Law of the ſaid *C.D.* his Executors, Adminiſtrators, or Aſſigns, do, make, knowledg and execute, or cauſe to be made, done &c. all and every ſuch further act and acts, thing and things, conveyance and conveyances, aſſurance and aſſurances in the Law whatſoever, for the further aſſurance, ſurety, and ſure making and conveying of all and every the ſaid Meſſuage and Tenement, Lands, and other the Premiſſes before mentioned, with the appurtenances, and every part thereof, to the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, for and during all the term hereby granted, as by the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, or any of them, or his or their Councel learned, ſhall be reaſonably deviſed, adviſed, and required.

And, That he the ſaid *A.B.* ſhall and will at all times hereafter, and from time to time, ſo often as need ſhall require, during the natural life of the ſaid *A.B.* upon his and their own proper coſts and charges, well and ſufficiently repair, maintain and uphold all the houſes and buildings, hedges and ditches, now in the occupation of the ſaid *A.B.* and being parcell of, and belonging to the ſaid Meſſuage and Tenement; and the ſame ſo repaired in good and Tenantable repair, ſhall and will leave and yield up at the death of the ſaid *A. B.*

And, The ſaid *C.D.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant to, and with the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and to, and with every of them by theſe preſents, That he the ſaid *C.D.* his Executors, Adminiſtrators, and Aſſigns, ſhall, and will peaceably and quietly permit and ſuffer *E.B.* now wife of the ſaid *A. B.* her Aſſigns, to have, &c. all and every that and thoſe Buildings, and parcels of Buildings, Lands, and Premiſſes hereafter mentioned, ſcituate in *B.* aforeſaid, and being parcell of, and belonging to the ſaid granted Meſſuage and Tenement, (that is to ſay) al that Building called the Parlour, with all the Rooms, over and above the ſame, and all that part of the Chamber next adjoyning to the ſaid Parlor, as 'tis now divided at the Somm er thereof, with liberty to Bake and Brew in the Kitchin, and to fetch water at the Well, and free way and paſſage into, and from the ſaid Parlor and Kitchin: And alſo, That one Bay, or binding of Building, with a piece of Bay thereunto adjoyning, ſtanding in the Eaſt-end of the Barn, and liberty in the Threſhing Bay to Threſh in, winnow, load, or unload, any manner of Corn, or Straw, with other Neceſſaries in the ſame, and liberty and free way of paſſage, with Carts, Carriages on Horſeback, and on foot, into, and from the ſame, &c.

Liberty to Bake and Brew in the Kitchin, and to fetch Water at the Well.

And moreover, The ſaid *A.B.* for the conſiderations aforeſaid, hath given, granted, bargained and ſold, and by theſe preſents doth freely and abſolutely give, grant, bargain and ſell unto the ſaid *C.D.* all the Glaſs and inner Doors ſtanding in the dwelling houſe belonging to the ſaid Meſſuage, and in all other Chambers & Rooms belonging thereunto, and all the Shelves and Forms, as the ſame are now ſtanding in the dwelling houſe and rooms aforeſaid,

and

and all that Brass-Pan now used for a Furnace: *To have, &c.* all and every the said Goods and Chattels before mentioned, to the said *A. B.* his Executors &c. from the date hereof for ever.

Provided, and it is agreed by, and between the said parties, That the said *A.B.* and *E.* his wife, shall have the usage of the said Goods, during their natural lives, and the longest liver of them, the same parcells of Goods standing, and so shall remain and stand in the same places where they now stand. *In witness whereof, &c.*

An Assignment of a Lease, with Covenants to transfer the benefit of the Covenants in the Lease, and of the Bond upon the same.

Recital. THis *Indenture* &c. between *E.N.* on the one party, and *R.B.* on the other party, *Witnesseth*, That whereas *A.M.* Esq; Son and Heir of *R. M.* Kt. late Citizen an Alderman of *L.* demised, by his Indenture of Lease bearing date the 5th. of *July*, &c. did Demise &c. to the said *E. N.* all that Messuage or Tenement, called the Sign of the *F.* &c. Scituate, &c. except and reserved out of the said Lease &c. *To have* &c. yielding &c. as by, &c.

Assignment. *Now*, The said *E.N.* for, and in consideration of the sum &c. whereof, &c. hath bargained, sold, assigned, and set over, and by these Presents, &c. unto the said *R.B.* as well the said Indenture of Lease, as also all the Estate, Right, Title, Interest, Use, Possession, Reversion, term of Years, Claim and Demand whatsoever, which he the said *E.N.* hath, or ought to have, to, of, or in the said Messuage or Tenement, Shops, Cellars, Sollers, Ware-houses, and to, of, and in all and singular other the Premisses, with the Appurtenances, and to, of, and in every part and parcel thereof, together with all Rents and yearly Profits reserved upon any Demise, Lease, or Grant, which the said *E.* hath made of the Premisses, or of any parcell thereof: *To have and to hold*, all and singular the Premisses before by these presents bargained, sold, assigned, and set over unto the said *R.B.* his Executors, Administrators, and Assigns, from henceforth, for, and during, and unto the full end and accomplishment of all the residue of the years that are now to come and unexpired of the said term of 30 years, in as large and ample manner and form in every respect as the said *E.* may, can, might, should, or ought to have and enjoy the same by vertue of the said Indenture of Lease, or by any other wayes or means whatsoever.

Habend.

Covenant to discharge of Incumbrances. *And*, The said *E.N.* covenanteth, &c. That the said Messuage or Tenement, Shops, Cellars, Sollers, Ware-houses, and all and singular other the premisses, with their appurtenances, and every part and parcell thereof, at the ensealing and delivery of these presents, are, and be, and so from henceforth lawfully may be, remain, and continue unto the said *R.B.* his Executors, and Assigns, for, and during all the residue of the said term of 30 years that are now to come and not expired, free and clearly acquitted, exonerated, discharged,

discharged, or otherwise by the said *E.N.* his Executors or Assigns, at all times saved and kept harmless, of, and from all and singular former Bargains, Sales, Gifts, Grants, Leases Rents, arrearages of Rents, Re-entries, Forfeitures, and of, and from all and every other charges, troubles and incumbrances whatsoever, had, made, committed, or done by the said *E.* or by any other person or persons by, or under his Estate, Right or Interest, the foresaid yearly Rent of &c. reserved by the said Indenture of Lease, and other the Covenants, Grants, Articles, and Agreements in the same Lease contained, which on the part and behalf of the said *E.* his Executors, Administrators, and Assigns, and every, or any of them from henceforth are or ought to be paid, observed, performed and kept; And also one Lease which heretofore the said *E.* hath granted by his Deed indented, bearing date &c. to *J.W.* &c. of a Shop, parcell of the Premisses for the term of &c. which did commence at the Feast &c. next ensuing the date of the same Lease, and upon which Lease, the yearly Rent of 6 l. of lawful &c. is reserved; and during the continuance thereof, from henceforth shall be due and payable to the said *R.B.* and his Assigns, for any act had, made, or done by the said *E.N.* only except and forepriſed. *Exception.*

And further, The said *E.N.* covenanteth &c. in manner and form following; that is to say, That he the said *R.B.* his Executors, Administrators, and Assigns, at his and their own proper costs and charges, without any Nonsuit, Release, Retraxit, or other Lett, Prejudice, or Interruption of him the said *E.* his Executors, Administrators, or Assigns, not only shall and may have, pursue and maintain the name of the said *E.* his Executors or Administrators, all and every Action and Sute, Judgment and Execution, upon all and every Bond, Covenants, Grants and Agreements whatsoever made unto him the said *E.* touching or concerning the Premisses, or any part thereof, but also that he the said *R.* his Executors and Assigns, shall, or may have and enjoy the full effect, advantage, and commodity of all and every such Bond, Covenant, Action, Sute, Judgment and Execution to his and their own use, for any Deed or Thing whatsoever, had, made, committed, or done, or to be had &c. by the said *E.* his Executors or Administrators. And that he the said *E.* heretofore hath not released, discharged, or acquitted, or his Executors or Administrators shall not release &c. hereafter any the Covenants, Grants, Agreements or Bonds aforesaid, without the request and consent of the said *R. B.* his Executors, Administrators or Assigns. And for the better prevailing in all and every the Sutes, Judgments and Executions aforesaid, shall, and will avouch and allow of all and every the said Sutes, Judgments and Executions which the said *R.* his Executors, Administrators or Assigns, shall bring and prosecute against any person or persons upon any the Covenants, Grants, Agreements and Bonds aforesaid, or any of them, either in the Name or Names of the said *E.N.* his Executors, Administrators, or any of them.

And, The said *R.B.* covenanteth &c. That he the said *R.* his Executors, Administrators, or Assigns, shall at all times hereafter, and from time to time clearly acquit, discharge, save and keep harmless the said *E.* his Executors and Administrators, against the said *A.M.* his Heirs and Assigns, and all others. *To save the Assignor from all Rents, &c.*

others, as well of, and for the payment of the said yearly Rent of &c. reserved by the said Indenture of Lease, which from henceforth shall grow due to be paid by vertue of the same Indenture, as also of, and for all and every Covenant, Grant, Article and Agreement comprised or specified in the said original Indenture of Lease, which on the part and behalf of the said *E.* his Executors, Administrators, and Assigns, and every, or any of them from henceforth shall of right accrue, or grow to be performed or kept according to the purport and true meaning of the said Indenture of Lease; and also of, and from all and every Bond and Specialty made by the said *E.* to the said *A.M.* for performance of the Covenants, Grants, and Agreements comprised in the said original Indenture of Lease.

And, The said *E.N.* covenanteth &c. That he the said *R.* his Executors, Administrators, and Assigns, shall, or may have, hold, and enjoy the said Messuage, &c. and all other the Premisses above by these presents bargained and sold, for and during all the residue of the said term of &c. now to come and not expired by and under the payment of the said yearly rent of &c. and the performance of the Covenants and Agreements aforesaid contained in the said Indenture of Lease hereafter to grow due, to be paid and performed on the behalf of the said *E.* and his Assigns, without any Lett or Impediment to happen by the said &c. or by reason of any Act or Thing heretofore by him or his assigns, done, caused, or committed; The said Lease made to the said *J.W.* only except. *In witnesse, &c.*

An Assignment of two Leases.

This Indenture, &c. Witnesseth, &c. That whereas &c. And whereas moreover &c. the said *T.T.* in consideration &c. hath bargained, sold, aliened, transported, assigned and set over, and by these presents, &c. unto the said *H.W.* his Executors, Administrators, and Assigns, to the proper use and behoof of the said *H.W.* his Executors, Administrators, and Assigns, as well the said two several Indentures of Leases above recited, and either of them; as also all and every the right, title, estate, interest, term and terms of years, claim and demand, that he the said *T.T.* hath, should, may, might, or ought to have, or claim of, in, and to the said Tenement &c. and all and singular other the Premisses by the said several Indentures of Leases, or either of them severally demised, with all and every their appurtenances by vertue or means of the same several recited Indentures of Leases, or either of them, or any Thing or Things in them, or either of them contained or mentioned; or otherwise.

And, The said *T.T.* covenanteth &c. That the said several Indentures of Leases, and either of them, and also all and every the several Premisses by them, or either of them, demised, or letten, and every part and parcel thereof, shall from time to time, and at all times hereafter, remain, continue, and be

be unto the ſaid *H. W.* his Executors, Adminiſtrators, and Aſſigns, according to the true meaning and intent of this preſent Indenture, for and during all the reſidue of the ſaid ſeverall termes of years, in the ſame ſeverall Indentures of Leaſes ſeverally mentioned or expreſſed, free and clearly diſcharged, or otherwiſe by the ſaid *T.* his Executors, &c. ſufficiently ſaved harmleſſe, of and from all and ſingular former Bargains &c. had, made, done, and committed, by the ſaid *T.* or by any other perſon or perſons, by his aſſent, title, or procurement; the Rents, and Covenants in the ſaid Indentures of Leaſes, of either of them contained, or ſpecified, and every of them from henceforth to be due, paid, performed, or done, for the ſeverall premiſſes aforeſaid, and alſo on Re-entry ſuppoſed to be made by *I. C.* into the premiſſes demiſed by the ſaid *I. H.* to the ſaid *T. T.* as aboveſaid, only except and fore-priſed. *In witneſſe* &c.

An Aſſignment of a Leaſe *not in* Eſſe.

THis *Indenture, &c.* between I. *P.* &c. on the one party, and *R. R.* on the other party, *Witneſſeth*; That whereas *R. R.* Kt. Lord *R.* deceaſed, by his indenture of Leaſe, dated &c. for the conſideration therein mentioned, did Grant, Demiſe and lett to Farm unto the ſaid *I. P.* by the name &c. for the term of 21 years next to inſue, from the Feaſt &c. which ſhould be in the year of our Lord God 1650. and for certain yearly Rents therein reſerved, all that his Mannor place or Farm-houſe &c. except as in the ſaid Indenture of Leaſe is excepted; As by the ſaid Indenture of Leaſe, containing divers other Covenants, Articles, and Agreements, more at large it may and doth appear. *Recitall.*

The ſaid *I. P.* for and in conſideration of the ſum of 180 *l.* &c. whereof &c. hath bargained, ſold, granted, aliened, aſſigned, and ſet over, and by theſe preſents doth fully, clearly, and abſolutely bargain &c. as well the ſaid Indenture of Leaſe, and all the Eſtate and term of years, thereby granted and limited, or mentioned to be granted or limited, of and in the ſaid Mannor, Place, or Farm-houſe, and all and ſingular other the Premiſſes with their Appurtenances, and every, or any part or parcell thereof: And all the Right, Title, Intereſt, Reverſion, Term of years, and Demand whatſoever, that he the ſaid *I. P.* hath, may, might, ſhould, or of Right ought to have, by virtue or meanes of the ſaid Indenture of Leaſe or otherwiſe of, in, or to the ſame Mannor, Place, or Farm-houſe, and all other the Premiſſes, with their Appurtenances, or any part or parcell thereof; As alſo one Deed of *R.* now Lord *R.* under his hand and Seal, bearing date 4. *Martii ultim. præterit.* whereby he hath for him, his Heirs, Executors, and Aſſigns, given his full aſſent, conſent, and agreement, with full power and authority unto the ſaid *I. P.* to give, alien, lett, or ſell, the ſame Leaſe to any perſon or perſons, at the beſt diſcretion of him the ſaid *I. P.* for ſo *Aſſignment.*

Habend.

many years as the said Lease doth continue, and not above. *To have*, hold, and enjoy the same, together with the said Estate and term of years, and all and singular other the Premisses, and every part and parcell thereof, to the said *R. R.* his Executors, Administrators, and Assigns, to his and their own proper use and behoof, for, and during all the said term of 21. years, contained or mentioned in the said recited Indenture of Lease, in as large and ample manner and form, as the same and every or any of them may be had, holden, and enjoyed, in or by the Law.

Covenant to save from Incumbrances.

And, The said *I. P.* covenanteth &c. That the said Indenture of Lease, and the Estate and term of years aforesaid, and every part and parcell thereof; and all and singular other the Premisses, above by these presents mentioned to be bargained, sold, or assigned over, and every parcell thereof, now are, and be, and at the said Feast, &c. which shall be in the said year of our Lord God 1650. shall be, and from thenceforth for, and during all the said term of 21 years mentioned in the said Indenture of Lease, shall or may remain, be, and continue unto the said *R. R.* his Executors, Administrators, and Assigns, and by him and them, to his and their own proper use and behoof shall, or lawfully and quietly may be, for and during all the said term of 21 years, had, holden, occupied, possessed, and enjoyed, free, and clearly discharged, or otherwise by the said *I. P.* his Heirs, Executors, or Administrators, sufficiently saved harmless, of and from, all and all manner of Bargains, Sales, Assignments, Grants, Leases, Alienations, Incumbrances act, and acts whatsoever, had, made, done, occasioned, or willingly suffered to be had &c. by the said *I. P.* his Executors, or Administrators, or any of them, or any other person or persons, by his or their means consent procurements, the Rents, Covenants, Articles, Conditions, and Agreements specified in the said Indenture of Lease, on the behalf of the said *I. P.* or his Assigns, to be paid and performed, onely except and forepriſed; for and concerning the which Rents, &c. and every of them, the said *R. R.* covenanteth &c. that he the said *R.* his Executors, Administrators, or Assigns, shall and will save harmless the said *I. P.* his Executors, and Administrators, and every of them, for and during the said term of 21 years, contained in the said Indenture of Lease: *In witness, &c. Dat.* 26 *July*,

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An Assignment of severall terms in Leases of a Ferry by Letters Patents.

Recital of the Letters Patents.

THis *Indenture* &c. Between *T. M.* &c. and *M.* his wife of the one party and *T. L.* of the other party, *Witnesseth*, That whereas our late Soveraign Lord King *James*, by his Highnesse Letters Patents, bearing Date &c. for the considerations therein specified and expressed, did demise, grant, betake, and to Farm, let unto *E. C.* and *E. S.* Gent. among other things;

All

All that passage of water upon the *Thames*, called *Ferry*, with all and singular the profits, commodities, and advantages whatsoever, to the said Passage belonging or appertaining, lying, and being in the Town of *R.* in the County of *S.* betwee &c. on the West end &c. *To have, and to hold*, to the said *E. C.* and *E. S.* their Executors, and Assigns, from the Feast of the Annuntiation of the blessed Virgin *Mary*, which then should be in the year of our Lord God 1622. unto the end and term, and for and by, and during all the term of 40 years, from thence ensuing, and fully to be compleat and ended. Yeilding and paying therefore from thenceforth, yearly unto the said late Kings Majesty, his Heirs, and Successors, the yearly Rent of 13 s. 4 d. of lawfull mony of *England*, at the Feast of Saint *M.* the Arch-angel, and the Annunciation of the blessed Virgin *M.* at the receipt of the Exchequer of his Highnesse, his Heirs and Successors, or to the hands of the Bayliffs, or Receivers of the Premisses for the time being, by equall portions to be paid, during the term aforesaid, granted in and by the said Letters Patents, as in and by the said Letters Patents, amongst other things therein contained, more plainly and at large it doth or may appear. The Residue of which term by mean Assignments and Conveyances in the Law, came to the Right Honourable the Lady *I.* Countess of *S.* as by the same mean Assignments and Conveyances may further appear.

Habend in the Letters Patents.

And whereas, one *G. W.* &c. did by his Indenture of Lease, bearing date &c. according to a licence in that behalf, Demise unto one *N. W.* amongst other things, five acres of customary Lands in the Fields of *T.* &c. for the term of 42. years from thence next ensuing, and fully to be compleat and ended.

Recital of a Lease.

And whereas, *M. W.* late wife of the said *N. W.* and sole Executrix of his last Will and Testament, by her Deed in Writing, bearing date &c. did for the considerations therein expressed, Grant, and Assign unto one *I. B.* the residue of the said term of 42 years, in one acre and one rood of arable Land, being parcell of the said five acres, lying in, and upon one Flat or Furlong of ground called the *W.* in the East field of *T.* aforesaid, towards the said Ferry, which by mean Assignments and Conveyances in the Law, came to the said Countess of *S.* as by the same may appear.

And whereas, The Right Honourable Lady *M.* Countess of *H.* did by her Indenture bearing date, &c. let and set to the said Countess of *S.* two Messuages called the Ferry Meads, containing, &c. one other meadow containing, &c. one other close called by the name of the Plow-close, containing, &c. lying, and being in the parish of *T.* aforesaid, with all waies, easments, commodities, and appurtenances thereunto belonging. *To have and to hold*, to the said Countess of *S.* and her Assigns, from the Feast day of the Annunciation of the blessed Virgin *Mary* last past before the date thereof, for and during the term of six yeres from thence next ensuing, at and under the yearly Rent of 20 *l.* payable in such manner and form as in that Indenture is mentioned, as by the said Indenture may further appear.

And whereas, The said *J.* Countess of *S.* by her last Will in writing, bear-

Recitall of a Will.

ing date, &c. did bequeath to the said *V.* by the name of *V. C.* the said severall Terms of and in the Premisses, and of the same her Will, made the said *V.* her sole Executrix; who since the decease of the said Countess, hath in due form of Law proved the said Will, and taken upon her the Execution thereof, as by the same Will, and Probate thereof, under the seal of the prerogative Court of *Canterbury*, may further appear.

Consideration.

Now, This Indenture *Witnesseth*, that the said *T. M.* and *V.* his wife for a good and valuable consideration in money to them paid by the said *T. L.* the receipt whereof they do acknowledge by these presents, Have granted, bargained, sold, assigned, and set over; and by these presents do grant, bargain, sell, assign, and set over unto the said *T. L.* the said Leases mean Assignments, and conveyances, and all the residue of the said severall Terms yet to come in the Premisses, and every part and parcell thereof, and all their Right, Title, Terms, Interest, Estate and Demands, of, in, or unto the same Premisses, and every part and parcell thereof, and all those two Boats commonly called the one by the name of the Horse-boat, and the other by the name of the Ferry-boat, riding or rowing, at or neer the said Ferry, with the chains and other things thereunto belonging. *To have and to hold*, the said Boats with the said chains and other things thereunto belonging unto the said *T. L.* and his Assigns, as his and their own proper Goods, and Chattells for ever.

Assignment of the Leases.

Habend. of part.

And, *To have and to hold*, all the residue of the Premisses, unto the said *T. L.* and his Assigns, for and during all the residue of the said severall terms respectively, and in as ample manner and form, to all intents and purposes, as the said *T. M.* and *V.* his wife, or either of them, their or either of their Executors, or Assigns, may, can, or ought, to hold, and enjoy the same by force of the said Letters Patents, Leases, Assignments, Conveyances and Devises, or by any of them, and by any other waies and means whatsoever.

And of the residue.

And, The said *T. M.* for himself his Heirs, Executors, and Administrators, and for every of them, doth covenant promise and agree to, and with the said *T. L.* his Executors, and Assigns, by these presents that he the said *T. L.* his Executors, and Assigns, shall or may from henceforth during the residue of the said term of 42 years, hold and enjoy the said one acre and one Rod of arable Land in the said flat or furlong called the *W.* and receive and take the Rents, Issues and profits thereof to his or their own use, without any lett, suit, trouble eviction, expulsion, disturbance interruption or incumbrance of or by the said *T. M.* and *V.* his wife or either of them, or of, or by any person or persons, having or claiming either in Law or in equity, by from or under them or either of them, or by from or under the said Countess of *S.* or by from or under *H. L.* Kr. or by from or under his her or their, either, or any of their Right, Title, Interest, act, Estate, means, assent, privity, or procurement.

A Covenant for quiet enjoying.

And, That the said *T. L.* his Executors, and Assigns under the severall Rents, Covenants, and agreements, respectively in the said Letters Patents and Leases thereof contained, shall or may from henceforth have, hold, and enjoy all the residue of the Premisses and every part and parcell there-

of

of, and take and receive the Rents, Iſſues, and profits thereof, to his and their own uſe, during the reſidue of the ſaid ſeveral terms therein yet to come and unexpired, without any let, &c. other then ſuch as claim by force of the Leaſe hereafter in theſe Preſents excepted.

A Covenant, to free the Premiſes from Incumbrances.

And the ſaid *T. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, grant, and agree, with the ſaid *T. L.* his Executors, and Aſſigns, by theſe Preſents, That all and ſingular the Premiſſes, and every part thereof, ſhall remain, continue, and be unto the ſaid *T. L.* and his Aſſigns, during the ſaid ſeveral terms reſpectively, free and clear, or otherwiſe well and ſufficiently ſaved and kept harmleſs, of, and from all and every other Grants Bargains, Sales, Deviſes, Leaſes, Aſſignments, Charges, and Incumbrances whatſoever, had, made, committed, done, or ſuffered, of or by them the ſaid *T. M.* and *V.* his Wife, or either of them, their, or either of their Executors, or Aſſigns, or any of them; or by any other perſon or perſons, having or claiming by, from, or under them, or either of them; or by, or under the ſaid Counteſs of *S.* or by, from, or under her, their, or any of their Right, Title, Intereſt, Act, Eſtate, Aſſent, Means, privity, or procurement, except the Rents, Covenants, and Services, in the ſaid Letters Patents, and Leaſes of the Premiſſes reſpectively contained; and which from henceforth ſhall firſt grow due, of, or on the behalf of the Leſſees and Parentees thereof, are, or ought to be done or performed, in reſpect of the Premiſſes, or any of them; and except onely one Leaſe, by Indenture bearing date, &c. made by the ſaid Counteſs of *S.* of the ſaid Paſſage or Ferry to *W. G.* and *H. G.* for the term of 20 years, from the Feaſt of the Annunciation of the Bleſſed *Virgin Mary* then laſt paſt, whereupon the yearly Rent of 16 *l.* is reſerved, payable in ſuch ſort, as in that Indenture is mentioned; which from henceforth, during all the reſidue of that term, ſhall remain, continue, and be payable to the ſaid *T. H.* and his Aſſigns, according to the reſervation of that Leaſe.

Exceptions.

Aſſignment of an Obligation for performance of Covenants.

And whereas, The ſaid *H. G.* and *W. G.* by their Obligation bearing date, &c. became bound to the ſaid Counteſs of *S.* in the ſum of 40 *l.* of lawful money of *England*, with condition thereunder written for their performance of all the Covenants, Grants, and Agreements, on their parts to be performed, mentioned in the ſaid Indenture of Leaſe to them, made by the ſaid Counteſs of *S.* as aforeſaid; the benefit of which Obligation, the ſaid *T. M.* hath agreed, ſhall wholly come and accrew to the ſaid *T. L.* Now the ſaid *T. M.* to that intent, doth hereby, for the conſideration aforeſaid, grant and aſſign the ſaid Obligation and benefit thereof to the ſaid *T. L.* and doth hereby give and grant unto him the ſaid *T. L.* full power, warrant, and authority (in caſe the Condition of the ſaid Obligation ſhall be broken) in the name of him the ſaid *T. M.* and the ſaid *V.* or either of them, to commence and proſecute ſuch Suits thereupon, and do and execute all ſuch Acts, either for recovering of the money which ſhall become due thereupon; or for releaſing or diſcharging of the ſaid Obligation, as he the ſaid *T. L.* ſhall think fit.

And laſtly, The ſaid *T. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, grant, and agree to, and

with the ſaid *T. L.* his Executors, and Aſſigns, by theſe Preſents; That he the ſaid *T. M.* and the ſaid *V.* his wife, and either of them, their, and every of their Executors, and Adminiſtrators, and all, and every other perſon and perſons, having, or claiming, either in Law, or in Equity, by, from, or under them, or either of them; or by, from, or under the ſaid Counteſs of *S.* ſhall, and will from time to time, and at all times hereafter, at the reaſonable requeſt, coſt, and charges, in the Law of the ſaid *T. L.* his Executors, or Aſſigns, do, and execute all ſuch acts for the further and better conveying of the Premiſſes, or any part or parts thereof, unto the ſaid *T. L.* his Executors and Aſſigns, for, and during the reſidue of the ſaid ſeveral terms reſpectively, and enabling the ſaid *T. L.* his Executors and Aſſigns, to have, recover, and receive the benefit of the ſaid Obligation, as by the ſaid *T. L.* his Executors, or Aſſigns, or any of them, ſhall be reaſonably required. *In witneſs, &c.*

A Covenant for further aſſurance.

An Aſſignment of Lands, granted by Letters Patents.

Recital of the Letters Patents.

THis Indenture made, *&c.* between *J. P.* of &c. of the one party, and *C. D.* of &c. of the other party, *witneſeth*; That whereas our Soveraign Lady the Queen, by her Graces Letters Patents, bearing date &c. Did give, grant, and aſſure unto *P. C.* Knight, all that the Scite of the late Monaſtery of *F.* with the Appurtenances in the County of *S.* and all Orchards, Gardens, and other Commodities to the ſame belonging, and all that Park or Ground imparked, contained, by eſtimation, nineſcore Acres, commonly called *W. Park* in the ſaid County of *S.* to the ſaid Monaſtery belonging &c. and all the Rents, Reverſions, and Services, of all and ſingular the ſame Premiſſes, and every of them, to have, hold, and enjoy the ſaid Scite, Park, Meſſuages, Houſes, Edifices, Buildings, Lands, Tenements, Meadows, Feedings, Paſtures, Rents, Reverſions, Services, and all and ſingular other the Premiſſes, with the Appurtenances, to the ſaid *P. C.* and to the Heirs of the body of the ſaid *P. C.* lawfully begotten, or to be begotten; and after the foreſaid eſtate of the ſaid *P. C.* for default of ſuch Iſſue of his body lawfully begotten, determined, the remainder of all and ſingular the Premiſſes, with their Appurtenances, and of every parcel thereof to the ſaid *P.* his Executors, and Aſſigns, for, and during the term of 12 years then next following, and fully to be compleat and ended, as by the ſaid Letters Patents, bearing date as aforeſaid, more at large it doth and may appear.

Habend in the Letters Patents

Recital of a Demiſe.

And whereas the ſaid *P. C.* for ſundry cauſes him moving, by his Indenture bearing date &c. did demiſe, grant, ſet, and to Farm let, unto the ſaid *J. P.* all the ſaid Scite, Park, Meſſuages, Houſes, Edifices, Buildings, Lands, Tenements, Meadows, Feedings, Paſtures, Reverſions, Services, and Hereditaments, with all and ſingular their Appurtenances before named; *To have, and to hold*, all and ſingular the ſaid Scite, Park, Meſſuages, Houſes, Edifices Buildings, Lands, Tenements, Meadows, Feedings, Paſtures, Reverſions, Services, and Hereditaments, with all and ſingular their Appurtenances, unto the ſaid *J. P.* his Executors,

Habend of the recited Leaſe.

cutors, and Aſſigns, for and during the whole term of 92 years, from the day of the date of the ſaid Indenture fully to be compleat and ended without impeachment of waſte, if the ſaid *P.* ſhall, happen ſo long to live, yielding and paying therefore yearly during the ſaid term unto the ſaid *P. C.* his Heirs and Aſſigns, the ſum of 8 *l.* of lawfull mony of *England*, at the Feaſt &c. by even and equall portions.

And whereas, further the ſaid *P. C.* by his ſaid Indenture for the conſideration aforeſaid, did Give, Grant, Bargain and Sell to the ſaid *J. P.* his Executors, and Aſſigns, the remainder of all and ſingular the Premiſſes, and every part and parcell thereof to him the ſaid *P.* granted by his Letters Patents for the term of 12 years next and immediatly following after the aforeſaid eſtate tayle, of the ſaid *P.C.* in the ſame Letters Patents mentioned for default of iſſue of the body of the ſaid *P.* lawfully begotten ſhall be determined fully to be compleat and ended, and all the eſtate, term, and intereſt of the ſaid *P.* of, and in, all and ſingular the Premiſſes, in as large and ample manner and form, as he the ſaid *S. P.* his Executors, or Aſſigns, may, might, ought, or ſhould have the ſame, by virtue of the ſame Letters Patents, with other Covenants in the ſame contained, as by the ſaid Indenture bearing date as aforeſaid, more at large doth and may appear. Rent upon the recited Leaſe reſerved.

Now, this Indenture *Witneſſeth*; that the ſaid *J. P.* for and in conſideration of the ſum of 500 *l.* of lawfull Engliſh money to him in hand paid by the ſaid *C. D.* whereof, and wherewith he acknowledgeth himſelf fully ſatisfied, contented, and paid, and thereof &c. Hath given, granted, bargained, ſold, and ſet over; and by theſe preſents doth give, grant, bargain ſell, aſſign, and ſet over unto the ſaid *C. D.* his Executors, and Aſſigns, the ſaid Indenture, And all and ſingular the ſaid Park, Meſſuages, Houſes, Edifices, Buildings, Lands Tenements, Meadows, Leaſows, Feedings, Paſtures, Rents, Reverſions, Services, and all and ſingular other the Premiſſes, with the Appurtenances, and every part and parcell thereof, and all the Eſtate, Right, Title, Term of years, and Demand of the ſaid *J. P.* of, in, and to the Premiſſes, and every part and parcell thereof: *To have and to hold*, the ſaid Indenture, and all and ſingular the ſaid Park, Meſſuages, Houſes, Edifices, Buildings, Lands, Tenements, Meadows, Leaſows, Feedings, Paſtures, Reverſions, Services, and all other the Premiſſes, with their Appurtenances, unto the ſaid *C. D.* his Executors, and Aſſigns, for and during all the reſidue of the ſaid term of 92. years, which be yet to come in the Premiſſes, by force of the ſaid Indenture, without impeachment of Waſte, if the Eſtate tayle of the ſaid *P. C.* in the ſame his Letters Patents mentioned, for default of iſſue of his body lawfully begotten, be determined: And all the Eſtate, Right, Title, Intereſt, and Demand of the ſaid *J. P.* of, in, and to the Premiſſes, and every part and parcell thereof, in as large and ample manner and ſort, as the ſaid *J. P.* now hath and enjoyeth, or of Right ought to have and enjoy the ſame Premiſſes, by force of the ſaid Indenture. The Aſſignment. A Covenant for peaceably enjoying.

And, The ſaid *J. P.* for him &c. doth covenant &c. That he the ſaid *C. D.* his Executors, or Aſſigns, ſhall and may peaceably and quietly have, hold,

&c. the ſaid Scite, Park &c. for and during the reſidue of the 92 years, if the ſaid *S. P.* ſo long ſhall happen to live: And alſo the Remainder of the Premiſſes, for term of 12 years, in manner and form aforeſaid, without let, interruption, Suit, &c. whatſoever of him the ſaid *J. P.* his Executors, Adminiſtrators, or Aſſigns, or any of them, or any perſon or perſons whatſoever, clearly diſcharged and ſaved harmleſs, of and from all former Bargains, &c. And all other charges and incumbrances whatſoever, had, made, procured, or done by the ſaid *J. P.* or any perſon or perſons whatſoever.

Provided alwayes, That if the ſaid *E. D.* his Executors, Adminiſtrators, and Aſſigns, and every of them, at all time and times hereafter, and from time to time for his and their parts do not well and truly obſerve, perform, fulfill and keep all and every the Covenants, &c. contained in one pair of Indentures made between &c. that then this preſent Aſſignment, Bargain, and Sale, ſhall be utterly void, and of none effect, or elſe &c. *In witneſſe, &c.*

An Aſsignment of a Leaſe.

The Recital of a Leaſe.

THis Indenture made, &c. between *H. P.* &c. and *J. L.* &c. on the one party, and the Right Honourable *G.* Earl of *Sh.* &c. on the other party; *Witneſſeth*, That whereas *T. R.* Eſquire, and *R. C.* Gentleman, by their Indenture bearing date, &c. for divers conſiderations them moving, and eſpecially at the appointment and requeſt of the ſaid Earl, have demiſed, granted, and to Ferm letten, unto the ſaid *H. P.* and *J. L.* and to *T. C.* Gentleman, now deceaſed, all and ſingular thoſe Mannors or Lordſhips of *W.* &c. with all and ſingular their Appurtenances; all which Lands, Tenements, and Hereditaments, they the ſaid *T. R.* and *R. C.* had then lately, of and by aſſurance and conveyance made unto them by the ſaid *E.* as by the ſame Conveyance may appear: *To have and to hold*, to the ſaid *H. P.* and *J. L.* and *T. C.* their Executors and Aſſigns, from and after the natural death of the ſaid *E.* and of the Lady *E.* now his wife, for and during the term of 60 years, from thence next and immediately following, fully to be compleat and ended, yielding and paying during the ſaid Term unto the ſaid *T. R.* and *R. C.* their Heirs and Aſſigns, all and ſingular the Rents and Services for all and every the ſaid Mannors, Lands, Tenements, and Premiſſes, and for every parcell thereof due and accuſtomed, as by the ſaid Indenture of Leaſe more plainly it doth and may appear, which ſaid Leaſe was made to the ſaid *H. P. J. L.* and *T. C.* by the appointment of the ſaid *E.* and upon the ſpecial truſt and confidence, that they the ſaid *H. P. J. L.* and *T. C.* and the Survivor and Survivors of them, ſhould pay the &c. unto ſuch perſon or perſons as the ſaid *E.* ſhould nominate and appoint, and that the ſaid *E.* ſhould and might at all times diſpoſe the ſame at his good will and pleaſure; And afterwards the ſaid *T. C.* died, and the ſaid *H. P.* and *J. L.* him over-lived, and by reaſon thereof, the intereſt and term was and is wholly veſted in the ſaid *H. P.* and *J. L.* as Survivors.

The Habendum of the recited Leaſe.

Now

The Grant and Aſsignment.

Now the ſaid *H.P.* and *J.L.* at the requeſt of the ſaid Earl, and by his appointment, according to the ſaid truſt and confidence in them repoſed; have granted, aſsigned, and ſet over, and by theſe preſents do grant, aſsign, and ſet over unto the ſaid *E.* the ſaid Leaſe and term of years, and all the Mannors, Lands, and Premiſſes, and every part and parcel thereof, for, and during all the years and term to them granted and demiſed by the ſaid *A. R.* and *R. C.* and alſo all the eſtate and term of years, which they the ſaid *P.H.* and *J.L.* have, or of right ought to have in the ſaid Mannors, Lands, and Premiſſes, by virtue of the ſaid Indenture of Leaſe, or otherwiſe, together with the ſaid Indenture; to the intent, that the ſaid *E.* may uſe the ſame at his good will and pleaſure.

And the ſaid *H.P.* and *J.H.* do covenant *&c.* to, and with the ſaid Earl, *&c.* that the ſaid Mannors and Premiſſes, and the ſaid Intereſt and term of years are the day of the date hereof, clearly freed and diſcharged, of, and from all former Bargains, Aſsignments, and Incumbrances whatſoever, had made, or done by the ſaid *H.P.* or *J.L.* or either of them *&c.*

Where a Fine was levyed for 100 *years, the Fine recited, and the Lands aſsigned.*

TO *all*, to whom this preſent Writing Indented ſhall come, *J.B.* and *H.B.* ſend greeting; Whereas by one Fine levyed between *E.S.* Eſq; and *R.F.* Gent. Plaintiffs, *H.S.* Eſq; *D. S.* Siſter and Heir apparant to *E.G.* Eſq; *M.S. T.S. &c.* Deforceants of the Mannors of *L.* St. *B. &c.* in the ſaid County of *T.* and of 200 Meſſuages, 100 Cottages, 100 Toft-s, 10 Water-Mills, 10 Fulling-Mills, 10 Wind-Mills, 4 Dove-coats, 100 Gardens, 100 Orchards, 6000 Acres of Land, 2000 Acres of Meadow, 6000 Acres of Paſture, 1000 Acres of Wood, 1000 Acres of Moor, 1000 Acres of Moſs-ground, 1000 Acres of Turbary, 2000 Acres of Heath and Furs, and 20 *l.* Rent, with the Appurtenances in *H.* &c. in the ſaid County of *T.* And alſo of the Advowſon of the Pariſh-Church of *E.* by which the ſaid *H. D.* &c. did recognize the foreſaid Mannors, Tenements, and Rent, with the Appurtenances, and the Advowſon aforeſaid, to be the Right of the ſaid *E.* as thoſe which the ſaid *E.* and *R.* had of the Gift of the ſaid *H. D.* &c. And the ſame did remiſe and quit claim from them the ſaid *H. D.* and their Heirs, to the ſaid *E.* and *R.* and to the Heirs of the ſaid *E.* for evermore.

And furthermore, The ſaid *H.D.* &c. did for them and the Heirs of the ſaid *D.* that they ſhall warrant to the ſaid *E.* and *R.* and the Heirs of the ſaid *E.* the aforeſaid Mannors, Tenements, and Rents, with the Appurtenances, and the Advowſon aforeſaid, againſt the ſaid *H.D.* &c. and the Heirs of the ſaid *D.* for ever more. And for the ſame Recognizance, Releaſe, quit Claim, Warranty, Fine, and Concord, the ſaid *E.* and *R.* did grant to the ſaid *T. T.* and *J.B.* the ſaid Mannors, Tenements, and Rent, with the Appurtenances, and the Advowſon aforeſaid, and the ſame to them did give

Habend. again, *To have and to hold*, to the ſame *T.* and *J.* for the term of 100 years next enſuing, the levying of the ſaid Fine, without impeachment of Waſte, if the ſaid *E.* ſhould ſo long live. And after that term ended, the ſaid Mannors, Tenements, and Rent, with the Appurtenances, and the Advowſon aforeſaid, wholly to remain to the ſaid *H. S.* and to the Heirs Males of his body lawfully to be begotten, with divers other Remainders over, as by the ſaid Fine remaining of Record in his Majeſties Court of Common Pleas at *Weſtminſter*, more plainly it doth and may appear.

By virtue of which ſaid Fine, the ſaid *T. T.* and *J. B.* into the ſaid Mannors, Lands, and Premiſſes, entred, and were thereof lawfully poſſeſſed, for and during, the term and ſpace of 100 years, if the ſaid *E. C.* ſo long ſhould live: And they being ſo thereof poſſeſſed, the ſaid *T. T.* by good and lawful aſſurance in the Law, did lawfully convey and aſſure all his Eſtate, Intereſt, and Demand, in and to the Premiſſes, unto the ſaid *J.* by reaſon whereof, the ſaid *J. B.* then was, and did ſtand lawfully poſſeſſed of the ſaid whole Term and Intereſt. And he the ſaid *J. B.* being ſo thereof poſſeſſed, did grant and convey all his whole Eſtate and Intereſt in and to the Premiſſes, to the ſaid *H. B.* his Son, and to one *E. B.* Gentleman, whoſe Intereſt therein the ſaid *H. B.* by good aſſurance and lawful conveyance now hath.

Conſider.

Aſsignment. *Now know yee*, That we the ſaid *H. B.* and *J. B.* as well for and in conſideration of the ſum of 100 l. of lawful Engliſh money, to us the ſaid *J.* and *H. B.* well and truly contented and paid, before the enſealing and delivery hereof, by the Right Honourable *G. E. D. S.* of which ſaid ſum, we acknowledg our ſelves fully ſatisfied and paid, and thereof do acquit the ſaid *E.* by theſe preſents: As alſo for divers good cauſes and conſiderations, as the ſaid *J.* and *H.* thereunto eſpecially moving, Have bargained and ſold, given and granted, and by theſe preſents do clearly and abſolutely bargain, ſell, give, and grant unto the ſaid *E.* all our Eſtate, Right, Title, Intereſt, Poſſeſſion, Claim, Demand, and Term of years, which we or either of us have or ſhould, might or ought to have, of, in, or to, the ſaid Mannor, Lands, Tenements, and other the Premiſſes mentioned in the ſaid Fine, in or to any part or parcel thereof by vertue of ſuch Fine (ſuch Intereſt and Terms of years, of, and in, one Tenement or Freehold, with the Appurtenances in *H. B.* commonly called *T.* late in the Tenure or Occupation of *J. C.* the elder, and *J. C.* the younger, only excepted and foreprized).

Exception.

Covenant to free the Premiſſes from Incumbrances. *And*, We the ſaid *J. B.* and *H. B.* do covenant for us, and either of us, and for the Executors and Adminiſtrators, of us and either of us, with the ſaid *E.* his Executors, Adminiſtrators, and Aſſigns, by theſe preſents; That the ſaid Mannors, Lands and Premiſſes, conveyed and aſſured by the ſaid Fine, and every part thereof (except before excepted) are at the day of the date hereof, and ſo ſhall continue to the ſaid Earl, his Executors and Aſſigns, during the Term mentioned in the ſaid Fine, free and clearly exonerated and diſcharged, or ſaved harmleſs by them the ſaid *J.* and *H. B.* of, and from, all former Bargains, Sales, Charges, and Incumbrances had, made, or done, by us, or either of us, or by the ſaid *E.* (four Tenements, or Farm-holds in *R.* aforeſaid only excepted and foreprized).

And

And, We the ſaid *J.B.* and *H.F.* do further covenant and grant, for us, our Executors or Adminiſtrators, with the ſaid *E.* his Executors and Aſſigns, by theſe preſents, That it ſhall and may be lawful to, and for, the ſaid *E.* his Executors and Aſſigns, *To have, hold*, and enjoy the ſaid Mannors, Lands, and Premiſſes, conveyed and aſſured by the ſaid Fine, and every part and parcel thereof (except before excepted) for, and during the term of years yet to come, mentioned in the ſaid Fine, without any lawful let or interruption of us, or of either of us, and without any lawful let or interruption of any other perſon or perſons, lawfully having or claiming, or which may hereafter lawfully have or claim, any good lawful Title or Intereſt, in, or to, the ſaid Mannors, Lands and Premiſſes conveyed and aſſured by the ſaid Fine, or any part or parcel thereof, by, from, or under, us the ſaid *J.* and *H.B.* or either of us: *In witneſs, &c.*

An Aſsignment of Rent reſerved upon a Leaſe.

THis *Indenture* made &c. between *A.B.* &c. on the one part, and *C.D.* of &c. on the other part; *Witneſseth*, That whereas the ſaid *A. B.* by his Indentures of Leaſe bearing date &c. did demiſe &c. for the Term &c. from the Feaſt of &c. And for the yearly Rent of 20 l. of &c. payable as by the ſame Indentures of Leaſe &c. Now the ſaid *A.B.* for and in conſideration of the ſum of 20 l. hath given, granted, aſſigned, and ſet over; and by theſe preſents doth fully, clearly, and abſolutely give, grant, tranſport, aſſign, and ſet over, unto the ſaid *C.D.* the ſaid yearly Rent of 20 l. reſerved to him the ſaid *A.B.* his Executors, and Aſſigns, upon and by the ſaid Leaſe, together with the Reverſion of all and ſingular the Premiſſes, by the ſaid Indentures of Leaſe demiſed, and alſo all his Right, Title, Intereſt, Property, Claim, and Demand, of, in, and to all and ſingular the Premiſſes: Together alſo with the Counter-pane of the ſame recited Indentures of Leaſe: *To have, hold,* *Habend.* perceive, receive, and enjoy the foreſaid yearly Rent of 20 l. reſerved by the ſaid Leaſe, and all his ſaid Right, Title Intereſt, Property, Claim, and Demand, of, in, and to, the ſame; Together with the Counter-pane thereof as aforeſaid, unto the ſaid *C.D.* his Executors, Adminiſtrators, and Aſſigns, from henceforth for and during all the reſidue of the ſaid Term of 10 years yet to come and unexpired, mentioned in the ſaid Leaſe, in as large and ample manner and form, to all intents and purpoſes as he the ſaid *A.B.* his Executors or Adminiſtrators, ſhould, may, might or ought to have had, received, and enjoyed the ſame yearly Rent of 20 l. if theſe preſents had never been had nor made.

And, The ſaid *A.B.* doth by theſe preſents aſſign, authorize, and appoint the ſaid *C.D.* his Executors, Adminiſtrators, and Aſſigns, my true and lawful Attorneys irrevocable; of him the ſaid *A.B.* his Executors, and Adminiſtrators, to ask, levy, demand, and receive the ſame Rent from time to time, as the ſame ſhall grow due, and to uſe all ſuch lawful ways and means for the recovery and obtaining thereof from time to time, as he the ſaid *A.B.* his Executors

Executors or Adminiſtrators may or might do: And to make any Acquittance of, and for, the ſame from time to time, &c.

An Aſsignment of a Statute, with a Proviſo, not to extend certain Lands.

TO *all Chriſtian People*, to whom this preſent Writing Indented ſhall come, I *A.B.* ſend Greeting &c. Whereas *C.H.* &c. by one Recognizance or Writing Obligatory of the nature of a Statute-Staple made and provided for the recovery of Debts, bearing date &c. taken and acknowledged before *J. K.* of &c. and *W.S.* of &c. is, and ſtandeth bound to me the ſaid *A.B.* in the ſum of &c. to be paid to me the ſaid *A.B.* in ſuch manner as herein is mentioned: As in and by the ſaid Recognizance or Writing Obligatory of the nature of a Statute-Staple, more fully and at large it doth appear:

Now know yee, That I the ſaid *A.B.* for divers good and juſt Cauſes and Conſiderations me ſpecially moving, have given, granted, aſſigned, and ſet over, and by theſe preſents do &c. unto *L.M.* of &c. the ſaid Recognizance and ſum of &c. therein contained. And alſo I do by theſe preſents aſſign, ordain, conſtitute, authorize, and appoint the ſaid *L.M.* my true and lawful Attorney irrevocable for me, and in my name, and to the only uſe and behoof of the ſaid *L.M.* his Executors and Aſſigns, to ask, levy, recover, and receive of and againſt the ſaid *C.H.* his Heirs, Executors, and Adminiſtrators, all Lands, Tenements, and Hereditaments, as are or ſhall be liable to the ſaid Recognizance, the ſaid ſum of 100*l.* contained in the ſaid Recognizance, and to ſue forth the Extent and Execution in that behalf; and alſo for me, and in my name, to make any End, Compoſition or Agreement, with the ſaid *C.H.* his Heirs, Executors, and Adminiſtrators, or any of them, of, and for, the ſame *C.H*; And alſo for me, and in my name, to make any Acquittances, Releaſes, and Diſcharges for the ſame, and to withdraw the ſame, and to order and diſpoſe thereof at the will and pleaſure of the ſaid *L.M.* his Executors, and Adminiſtrators. And alſo for me, and in my name to do and execute all ſuch other Acts and Things for and concerning the ſaid Recognizance, in as ample manner as I my ſelf might or may lawfully do and execute, if I were perſonally preſent.

And, I the ſaid *A.B.* for me, mine Heirs, Executors, and Adminiſtrators, do covenant, promiſe, and grant to, and with, the ſaid *L.M.* his Executors, and Adminiſtrators, by theſe preſents, in manner and form following; that is to ſay, That I the ſaid *A.B.* at any time heretofore have not acquitted, releaſed or diſcharged; nor that I the ſaid *A.B.* mine Heirs, Executors, or Adminiſtrators, at any time hereafter ſhall acquit, releaſe or diſcharge the ſaid Recognizance, nor the force nor effect thereof, nor ſtay or hinder any Proceſſes or Extent to be had or ſued forth againſt the ſaid *C.H.* his Heirs, Executors, or Adminiſtrators, or any of them; or againſt his or their Lands, Tenements,

Tenements, Hereditaments, Goods or Chattels, or any part thereof; or ~~against any other Lands, Tenements, or Hereditaments liable to the same~~, without the Consent and Agreement of the said *L. M.* his Heirs, Executors, Administrators, and Assigns, first had and obtained in Writing in that behalf: But that the said *L. M.* his Executors, Administrators, or Assigns, shall or may have, take, and enjoy to his or their own proper use for ever, without any Account, the whole Benefit of the said Recognizance and Sum of 200 l. therein contained, and of all such Lands, Tenements, Hereditaments, Goods and Chattels thereupon had and taken, in as large and ample manner and form, as I the said *A. B.* my Executors or Administrators shall, may, or ought to have, take, without any lett, trouble, or interruption, of or by me the said *A. B.* mine Executors, Administrators, or Assigns, or any of us, or any other by our or any of our means or procurement. And also, That I the said *A. B.* mine Executors and Administrators, shall and will at all times hereafter upon reasonable Requett to us or any of us to be made by the said *L. M.* his Heirs, Executors, Administrators or Assigns, at his and their costs and charges make, seal, and as our Acts and Deeds deliver to the said *L. M.* his Executors Administrators, or Assigns, or any of them, such further Warrants of Attorney, for the better recovery and obtaining of the foresaid sum of 200 l. in the said Recognizance mentioned, as by the said *L. M.* his Heirs, Executors, Administrators, or Assigns, or by his or their learned Councel shall be reasonably devised and required.

Provided always, That it shall not be lawful to or for the said *L. M.* his Heirs, Executors, Administrators, or Assigns, or any of them, at any time hereafter to have, sue, or take forth any Extent or Execution of or against any of the Lands, Tenements, or Hereditaments, late of the *Christopher*, which he the said *C. H.* lately sold to one *O. M.* Kt. upon or by vertue of the same Recognizance: But that the said *O. M.* his Heirs and Assigns, shall and may peaceably and quietly enjoy the same, without Lett of the said *L. M.* his Heirs, Executors, Administrators, or Assigns.

Provided also, That the foresaid Recognizance of 200 l. shall not at any time hereafter be any prejudice, lett or hinderance to any Extent or Execution to be had or taken against the Lands, Tenements, or Hereditaments of the said *C. H.* upon one Recognizance or Statute state of 200 l. bearing date the 10th day of *A.* &c. knowledged by the said *C. H.* to one *L. M.*: But that the said *L. M.* his Executors, and Assigns, or any of them, shall and may (when just occasion shall be in that behalf given) extend the said Lands, Tenements, or Hereditaments, or any part thereof, in as ample manner as if the said Recognizance of 200 l. had never been had or made. *In witnesse, &c.* To the one part of these presents remaining with the said *L. M.* I the said *A. B.* have set my Seal: And to the other part thereof remaining with me the said *A. B.* the said *L. M.* hath set his Seal, on the 10th day of *A.* 1662. *et Anno* 14 *Car.* 2.

The Assignment of a Bond.

TO all Christian People to whom this present Writing shall come, I *H. P.* of *London*, Haberdasher, send Greeting: Whereas *J. C.* of the Parish of St. *Clements Danes*, in the County of *Middlesex*; And *G. D.* of *C.* in the County of &c. Esq; in, and by, one Obligation bearing date the 10th day of *Apr.* in the year of our Lord, &c. stand joynly and severally bound unto me the said *H. P.* in &c. of lawful money of *England*, conditioned to this effect for the payment of &c. of like lawful money of *England*, to me the said *H. P.* my Executors, Administrators, or Assigns, on the day of &c. next ensuing the date thereof, As by the said Obligation and Condition thereof, relation being thereunto had, more at large appeareth.

Now know ye, That I the said *H. P.* for divers good Causes and Considerations me thereunto moving, have bargained, assigned, and set over unto *J. K.* of &c. the said Obligation afore-recited; And all sum and sums of money in the same, and in the Condition thereof expressed, and all benefit, profit, and advantage thereupon arising, or hereafter to accrue in any wise.

And also, I the said *H. P.* have assigned, constituted and ordained, authorized and appointed, and in my stead and place put, and by these presents do make, constitute, ordain, authorize, and appoint; And in my place and stead put *J. K.* my true and lawful Attorney irrevocable, to ask, levy, record, and receive in my name, but to the proper use and behoof of him the said *J. K.* his Executors or Administrators, of the said *J. C.* and *G. D.* and either of them, their Heirs, Executors, and Administrators, the said whole sum of &c. in the Condition of the said Obligation set down, limited, and appointed, according to the tenor of the said Condition. And in default of payment, then in the name of me the said *H. P.* but to the use of him the said *J. K.* his Executors, Administrators, and Assigns, to ask, demand, sue for, recover, and receive the said penalty of &c. in the said Obligation mentioned, wherein they the said *J. C.* and *G. D.* stand bound unto me as aforesaid, and every part thereof; Giving, and by these presents granting unto my said Attorney, full power and lawfull Authority touching the premisses, and every part thereof in my name and stead, but to the use of my said Attorney his Executors, and Assigns, as aforesaid, by all lawful wayes and means whatsoever, and to do, sue, employ, prosecute, pursue, seize, sequester, arrest, attach, imprison, and to condemn, and out of prison to deliver, and to recover, receive, compound and agree, release, acquit, and discharge: And one Attorney or more under him to substitute, and at his pleasure to revoke; And further to do, perform, execute, end, and determine all and every, or any other Act Matter, Thing and Things whatsoever, that shall be most needful or expedient to be done, performed, or executed, in and about the Premisses, or any part thereof, as amply in every respect, and

to

to all intents and purposes, as I my self might or could do or perform the same, if I were thereat from time to time present, and did the same personally, ratifying and allowing for good and effectuall in the Law, all and whatsoever my said Attorney or his Substitutes shall lawfully do, or cause, or procure to be done, in, or about, the Premisses, or any part thereof, by virtue of these presents.

And, I the said *H. P.* for me, my Executors, Administrators, and Assigns, do covenant and grant to, and with, the said *J. K.* his Executors and Assigns, and to, and with, every of them by these presents, That the said Obligation afore recited, wherein they the said *J. G.* and *G. D.* stand bound to me as aforesaid, or any part thereof, is not discharged nor released, but that the whole sum of money therein, and in the Condition thereof mentioned, is still owing, and no part hath as yet been paid or received.

And also, That he the said *J. K.* his Executors, Administrators, or Assigns, shall, or may, at all times hereafter, lawfully have, receive, and enjoy, to his or their own proper uses, all and singular the sum and sums of Money and Premisses afore hereby assigned or mentioned, or intended to be assigned, and every part thereof, without any lett, denyall, release, barr or other hinderance, of or by me the said *H. P.* my Executors or Administrators, or any of us, and without any account, reckoning, or other thing therefore, or for any part thereof to us, or any of us, to be made, yielded, or given.

And further, That I the said *H. P.* my Executors, and Administrators, shall, and will, at the costs in the Law of the said *J. K.* his Executors or Assigns, from time to time, and at all times hereafter, above, justifie and maintain with effect, All lawful Actions, Suits, Plaints, Pleas, and Proceedings whatsoever to be hereafter brought or prosecuted in the name or names of Me, my Executors, or Administrators, touching the Premisses: and shall also, upon every reasonable request, and at the costs and charges in the Law of the said *J. K.* his Executors or Assigns, make, and give unto the said *J. K.* his Executors and Assigns, such further power and authority by new Letter or Letters of Attorney, Warrant or Warrants of Attorney, or otherwise, as shall be necessary or expedient for, or touching the recovery or recovering of the Premisses, or any part thereof, to the use aforesaid. *In witnesse, &c.*

Assignment of Dowry at the Church-Door.

OMnibus Christi fidelibus ad quos hoc præsens scriptum pervenerit, T.W. *de* W. *Salutem. Noveritis me prædictum* S. *dedisse, concessisse, et hoc præsenti scripto meo assignasse Petronillæ uxori meæ in tempore sponsaliorum in ostio Ecclesiæ Parochialis de* W. *prædicto celebrand. Unum tenementum cum uno crofto eidem annexo vocat.* C. Habend. *et* Tenend. *sibi et assignat. suis ad totam vitam suam pro rata portione totius Dotis suæ, quæ post mortem meam sibi contigerit &c. Dat. &c. In cujus rei, &c.*

The Assignment of Lands extended by Elegit.

THis Indenture &c. between *E.Y.* of &c. of the one part, and *T.N.* of &c. of the other part: Whereas *H. N.* late of &c. deceased, together with one *W.N.* the younger of &c. by one Obligation or Writing Obligatory, bearing date on or about the &c. did become bound unto the said *E.Y.* in the penal sum of 200 l. conditioned for the payment of the sum of 102 l. 13 s. 4 d. on the &c. then following: And by one other Obligation bearing date the &c. became likewise bound, together with the said *W.N.* in the penal sum of 200 l. of like lawful money, for the payment of 104 l. 16 s. on the &c. then next ensuing, As by the said several Obligations and Conditions thereof at large appeareth. And whereas the said several Obligations afterwards became forfeited, by reason whereof the said Obligations were afterwards put in suit in the Court of Common-Pleas at *Westminster*, and Judgment thereupon had in Court against the said *H.N.* for the sum of 400 l. debt, and for 80 s. damages which he had by reason of the detaining of the said Debts; As by the Records of the said Judgment more at large it doth and may appear. And whereas sithence the obtaining of the said Judgment, a Writ of *Elegit* hath been sued forth upon the said Judgment against the Goods, Chattels, Lands, Tenements, whereof the said *H.N.* was seized and possessed at the time of the said Judgment had and obtained: And thereupon, by Inquisition taken according to the Law, the Jury did find that the said *H.N.* in &c. in the 18th year of the Reign of the late King *Charles*, and on the day of the taking the Inquisition, was seised in his Demesne as of Fee, of and in the Capital Messuage and Scite of the Mannor of the late dissolved Priory of *C.* with the Appurtenances in the &c. now or late in the Tenure or Occupation of *T.S.* or his Assigns, of the clear yearly value in all Charges above Reprises 6 l. And of and in one Close of Pasture called &c. there late in the tenure of *E.L.* Widow, of the clear yearly value in all Issues above Reprises 100 s. now or late in the tenure of &c. of the clear yearly value of

100 s.

100 *s.* The moiety of which Premisses, (that is to say) the said Capitall Messuage, Mannor and scite of the late dissolved Priory of &c. and the said one Close of Pasture called &c. and the said Barne called &c. and the 21. acres of Meadow in &c. and the said Cottage in &c. in the tenure of &c. and the said other Cottage in &c. in the tenure of *W. S.* the then Sheriffe of the said County, the &c. of *Sept.* in 21 year of the Reign of the late *K. C.* did cause to be delivered to the said *E. T.* by the extent aforesaid to hold to him and his Assigns, as his free-hold, untill the said *E. T.* his said debt and Damages were levyed, As by the said proceedings, and records remaining before the Justices of the said Court of Common Pleas at *Westminster* upon record more at large it doth and may appear.

Now this Indenture Witnesseth, That the said *E. T.* for and in consideration of the sum of 5 *s.* of lawfull money of *England* to him paid by the said *T. N.* at and before the ensealing, and delivery of these presents, and for divers other good causes, and considerations, him the said *E. T.* thereunto especially moving, Hath Granted, Assigned, and set over, And by these presents, doth grant, &c. unto the said *T. N.* his Executors, and Assigns, the said Capitall Messuage, Mannor &c. and the said Lands, Tenements, and Hereditaments, so delivered to him in Execution as aforesaid, and all other the Estate, Right, Title, Term, and Interest of him the said *E. T.* his Executors, and Assigns, of, in, and to the said Messuage, Mannor &c. and also to the said severall Obligations and sum of 400 *l.* in the same contained; and also the said Judgment and Extent thereupon as aforesaid, had against the said *H. N.* together with all commodities, benefits &c. which shall or may come, growe or arise, or be had or made, upon or by reason of the said Obligations Judgment, or Extent, and of all Executions to be had, or sued forth upon the same against the said *H. N.* his Heirs, &c. And all the Estate, Right, &c. whatsoever, of him the said *E T.* of, in, and to the same and every part thereof, *To have and to hold*, the said Messuages, Lands, &c. and all the Deeds, Evidences, and Writings containing the Premisses, or any part thereof, and the said Obligations of 400 *l.* and the said Judgment thereupon obtained, and extent executed, and all other the Premisses with all and singular their Apptenances, unto the said *T. N.* his Executors, &c. from henceforth, in as large, ample, and beneficiall manner and form, as the said *E. T.* doth now hold the same or ought to have, hold, or enjoy the same.

And, The said *E. T.* for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, and grant, to, and with the said *T. N.* his Executors, &c. and to and with every of them by these presents, that he the said *E. T.* hath not already done, committed or suffered, nor that his Executors, or Administrators &c. or any of them, shall or will hereafter doe, committ, or suffer any act or acts, whereby the said Obligations and Judgment or any extent or execution thereupon or by reason of the said Obligations, had or prosecuted, or to be had or prosecuted, is or shall or may be released extinguished discharged, or made voide or which shall or may be made prejudiciall or hurtfull unto the said *T. N* his Executors, &c. in or concerning the having or enjoying to his and their own use and behalf, the

said Obligations, Judgment, and Extent, and all the benefit which shall or may accrew, come, or be, by reason of the said Obligations &c. or any of them.

And further, The said *E. Y.* hath made constituted and ordained, and by these presents doth make &c. the said *T. N.* his true and lawfull Attorney irrevokable in the name of the said *E. Y.* to bring any lawfull action or actions suit or suits in law, against the Heirs, &c. of the said *H. N.* upon the said Obligations, or upon the Judgment or Extent thereupon already had or obtained, and also to defend in lawfull manner any suit in any Court whatsoever, for or concerning the said Obligations against the Heirs, Executors, &c. of the said *H. N.* or any other person or persons whatsoever, and to Arrest and Imprison, or cause to be arrested and imprisoned, and out of prison to deliver and discharge or cause to be delivered and discharged the Heirs, Executors, &c. of the said *H. N.* upon the said Obligations or any action Judgment extent or execution thereupon already had or hereafter to be had, and to cause satisfaction to be acknowleded upon any such Judgment &c. and any release, discharge or acquittance thereof or of any part thereof, to make sale or delivery to them or any of them, and one Attorney, or Attorneys for the doing of the Premisses, or any part thereof to make, and at the pleasure of the said *T. N.* his Executors, &c. to revoke, and now in his or their place or places to substitute, and to doe perform and execute all and singular lawfull thing or things, act or acts whatsoever, which shall or may be necessary or expedient concerning the Premisses or any of them so fully and wholly as the said *E. Y.* his Executors, &c, may, might, should, or could do the same.

And, The said *T. N.* for him, his Executors, &c. and for every of them doth Covenant, and Grant to, and with, the said *E. Y.* his Executors, &c. and to and with every of them by these presents, that he the said *T. N.* his Heirs, Executors, &c. at his and their own Costs & charges shall and will at all times hereafter well and sufficiently discharge or save harmless the said *E. Y.* his Executors, and every of them, of, and from all damages of, for, and by reason of the said Obligations or any action or actions, suit or suits, execution or extions, Judgment or Judgments, act or acts whatsoever, which are or shall be brought attempred sued had or prosecuted in the name of the said *E. Y.* or his Executors, &c. by the said *T. N.* his Executors, &c, or any of them or any by his or their means consent or procurement, against any person, or persons, whatsoever for or about, touching or concerning the said Obligations, or sum of 400 *l.* therein mentioned, or any part thereof in any manner of wise and also of, and from any manner of action or actions, suit or suits, Judgment or Judgments, act or acts whatsoever, which are or shall be brought sued or prosecuted against the Heirs &c. of the said *H. N.* by the said *T. N.* his Heirs, &c. or by any person or persons whatsoever for about or concerning the said Obligations or sum of 400 *l.* therein contained or for about or concerning any Judgment execution or extent had or to be had touching or concerning the same, *Inwitness, &c.*

AWARDS.

AWARDS.

An Award in a Controverſie between parties concerning the Adminiſtration of a Deceaſed's Goods.

TO *all* to whom this preſent Writing Indented of Award ſhall come; *H. T.* Stationer, *W. N.* Stationer, *A. H.* Draper, *I. H.* the elder, Stationer, *L. H.* Stationer, and *I. H.* Habadaſher, Citiz. of *L.* ſend Greeting; Where heretofore ſtrife and variance have been moved betwen *A. C.* Widow late wife of *I. C.* late Citizen and Stationer of *L.* deceaſed, on the one parry; and and *G. C.* Son of the ſaid *I. C.* on the other party, for and concerning the Goods and Chattels whereof the ſaid *I. C.* dyed poſſeſſed inteſtate; And for and concerning the right of the Adminiſtration of the Goods, Chattels, and Debts, of the ſaid Inteſtate.

And whereas, For the appeaſing of the ſtrife and variance aforeſaid, and for a finall quietneſs to be had between the ſaid parties, they of their mutuall aſſents and conſents, did chooſe us the ſaid *H. T.* &c. Arbitrators, to arbiter, award, and judge, of, for, and upon all and all manner of Actions, Suits, Quarrels, Strifes, Treſpaſſes, Debts, Debates, Accounts, Variances, Offences, Goods, Chattels, Wares, Plate ready Money, Claims, and all other Demands whatſoever, which at any time or times, between the ſaid parties, before the 15th. day of this preſent month of *J.* have been had, moved, ſtrived, or depending in Suit or controverſie, ſo as our Award, Arbitrement, Ordinance, and Judgment in and upon the Premiſſes be made and given up in Writing, before the 22d. day of this preſent month of *J.* As by the ſeverall Obligations of the ſaid parties, bearing date the ſaid 15th. day of this preſent month of *J.* wherein either of the ſaid parties ſtand bound to the other in 500 *l.* of &c. and the conditions ſeverally indorſed upon the ſame Obligations will appear.

And whereas, We the ſaid Arbitrators have taken upon us the charge or the ſame Arbitrement, and have heard, examined, and plainly do perceive and underſtand the Controverſies and cauſes of variance between the ſaid parties, and have thereupon treated with the ſaid parties, and have by our travell brought them to a good accord and agreement. Now by their own ſpeciall means, and by their mutuall conſents and requeſts, we do thereof make and give up by this preſent Writing, our Award, Arbitrement, Ordinance, and Judgment, in manner and form as followeth.

Firſt, we do Award, Arbiter, ordain, and judge by theſe preſents: That the ſaid *A. C.* ſhall clearly and freely, on or before the 26th. day of this pre-

ſent month of *J.* yeild and deliver to the ſaid *G. C.* as well one Bed-ſtead, a Trundle-bed, a Preſs or Table, and the Hangings in the Chamber, where the ſaid *I. C.* dyed. As alſo all the Goods and Chattels which were of the ſaid Inteſtates at the time of his deceaſe, compriſed and mentioned in the Inventory, made of his Goods and Chattels, by ſuch as were appointed to praiſe the ſame, unto the which Inventory the ſaid Praiſers have ſubſcribed their names except ſuch of the ſaid Inteſtates Books as have been ſold ſince the time of his death, in the Shop of his Manſion houſe wherein he dyed, or otherwiſe have been taken from thence without the knowledge of the ſaid *A.* And except ſuch other thing not exceeding the value of 5 *l.* of the Goods and Chattels aforeſaid hapning to be imbezilled or taken away, with the conſent, knowledge, or procurement of the ſaid *A.* For all and ſingular which the ſaid Books and other things ſo being ſold as aforeſaid, we do Award that the ſaid *A.* ſhall content and pay to the ſaid *G.* the full value thereof, and of every parr thereof, as the ſame are rated and priſed in the Inventory aboveſaid.

And further, We do Award, Arbiter, or Ordain, and Judge by theſe preſents, that the ſaid *A.* ſhall alſo before the ſaid 27. &c. upon lawfull requeſt by the ſaid *G.* to be made, deliver unto the ſaid *G. C.* all Leaſes and Writings which were of the ſaid *J. C.* at the time of his deceaſe, which are come to the hands or poſſeſſion of the ſaid *A.* and eſpecially the Leaſe of the Manſion houſe wherein the ſaid *I. C.* died; And the leaſe of the Yard thereunto adjoyning, and the Leaſe of thoſe two new houſes, lately being in the tenure of the ſaid *J. H.* and of one *G. B. S.* And the Leaſe of the houſe now of late in the ſeverall tenures of *R. I. T. S.* and *A. B.* and of other things mentioned in the ſame Leaſe, and the Leaſe of the houſes, now or late in the ſeverall tenures of the ſaid *A. H.* and *R. P.* and others and the Leaſe of the Garden, which the ſaid *I. C.* occupied, lying over againſt the late Ch r er-houſe, in the Suburbs of *L.* And the Leaſe of the Vault under *P.* Church, and all Writings and Conveyances touching the ſame, which came to the hands of the ſaid *A.* And we the ſaid Arbitrators do moreover award &c. That the ſaid *A.* ſhall forthwith give her conſent, and ſtill from thenceforth agree, permit, and ſuffer, that the ſaid *G.* ſhall and may have the ſole Adminiſtration of all the Goods, Chattels, and Debts, which were of the ſaid *I. C.* his Father, at the time of his deceaſe.

And alſo, we do further award &c. That the ſaid *G.* and the ſaid *G. B.* and *J. H.* joyntly and ſeverally before the 27. day &c. ſhall make, ſeal, and deliver as their Deed to the ſaid *A.* at the now Manſion houſe of the ſaid *H. T.* 5 ſeverall Obligations ſufficient in the Law, wherein they ſhall joyntly and ſeverally ſtand bound to the ſaid *A.* for the payment of 350 *l.* of lawfull &c. well and truly to be paid to the ſaid *A.* or her Executors, at the ſaid now Manſion-houſe of the ſaid *H. T.* in form as followeth; for a full ſatisfaction and recompence of all ſuch part and portion as the ſaid *A.* ſhould, or might, have, of all the Goods and Chattels which were of the ſaid *I.* which are ſpecified in the ſaid Inventory, or in theſe preſents, the bond or penalty of the firſt of the ſaid Obligations to be of 120 *l.* for the payment of 100 *l.* at or before the Feaſt of S. *B.* the Apoſtle, next &c. the 2d. to be of &c. the 3d. &c. and the 4th. to be &c. for payment &c. in the Feaſt &c. in full payment of the ſaid ſum of 350 *l.*

And

And alſo we do Award, That if at any time hereafter, any more or further Debt or Debts ſhall be demanded, and without fraud or covin lawfully recovered by Judgment or Decree againſt the ſaid *B.* his Executors or Adminiſtrators, being due or owing to the ſaid *J. C.* over and beyond thoſe debts mentioned ſet down and expreſſed in a Schedule indented, to theſe preſents annexed, amounting together to the ſum of 321 l. 6 s. 2 d: That then the ſaid *A.* her Executors and Adminiſtrators, ſhall upon reaſonable requeſt, allow, content, and pay to the ſaid *G.* his Executors or Adminiſtrators, toward the payment of all and every debt and debts ſo to be recovered, over and beyond the ſaid debts amounting to the ſaid ſum of 321 l. 6 s. 2 d. 3. parts of the ſame debt ſo to be recovered, in 7. parts to be divided, together with the like 3. parts to be divided, of all ſuch coſts & charges, as the ſaid *G.* his Executors or Adminiſtrators, ſhall reaſonably ſuſtain in or about the defence, in any Suit or Action to be brought againſt the ſaid *G.* his Executors or Adminiſtrators, upon the demand of any ſuch Debt or Debts which was owing by the ſaid *J. C.* and being none of the debts contained in the ſaid Schedule above ſpecified. *And further*, We do Award, That the ſaid *G.* after the delivery and yielding up of ſuch the Goods, Chattels, Leaſes, or Writings, as are before limited, appointed, or awarded, to be yielded up and delivered by the ſaid *A.* or any of them, ſhall make and deliver unto the ſaid *A.* or her Aſſigns, a ſufficient acquittance or other ſufficient Writing, under his hand and ſeal, of all ſuch Goods and Chattels, Leaſes and others ſo to be received or delivered as aforeſaid. *And further*, We do award and judg by theſe preſents, That the ſaid *G.* and his Executors, without his or their claim or moleſtation, ſhall permit and ſuffer the ſaid *A.* to have and enjoy to her own uſe, as well all the wearing Apparel belonging to her body, as alſo all that Furniture of her Lodging Chamber, Jewels and Rings of Gold, Stone and Plate hereafter particularly mentioned in theſe preſents, that is to ſay, &c. *In witneſs, &c.*

An Award between Executors at ſtrife about their Teſtator's goods.

TO *all* to whom this preſent Writing of Award indented ſhall come, *H. K.* ſendeth greeting in our Lord God everlaſting; *Whereas* lately heretofore Suit and Variance was had and moved, between *R. K.* &c. on the one party, and *G. K.* &c. on the other party, for and touching the Execution of the laſt Will and Teſtament of one *C. P.* late of *L.* Widow, deceaſed, ordained and made the ſaid *R.* and *G.* her Executors of her ſaid laſt Will and Teſtament for the final ending whereof, and of all other controverſies betwixt the ſame parties, they have ſubmitted themſelves to the Award, Arbitrament and Judgment of me the ſaid *H. K.* in ſuch ſort and manner as by ſeveral Obligations of 50 l. apiece in that behalf made by either of the ſaid parties to the other of them, dated &c. with their ſeveral conditions upon them endorſed plainly may appear. The charge and buſineſs of which ſaid Award and Arbitrament, I the ſaid *H. K.* have taken upon me, and have throughly heard and conſidered of all the Controverſies between the ſaid parties, and of their Allega-

tions, Declarations and Answers on both sides. And now I do by these presents make and give up mine Award, Arbitrament, final End, Order and Judgment, of, and upon the same Premisses between the said parties in form, &c. *viz.*

First, I do Award, Order and Judge by these presents, That the said *G. K.* and his Executors, shall permit and suffer the said *R. K.* to have, and enjoy to his own use that mourning Gown and Hood which he had after the decease of the said *C. P.* against her Burial. And also, that the said *G.* his Executors, Administrators, or Assigns, shall on the 10th day &c. between the hours &c. pay, or cause to be paid to the said *R. K.* his certain Attorney, Executors, or Administrators, at the now dwelling house of &c. the sum of &c. and then and there also shall clearly and freely give an I deliver to the said *R.* his Executors, Administrators, or Assigns, two Pots and a Goblet of Silver and Gilt, poize 29 ounces, which late was of the said *C. P.*

And, I do further Award, &c. That the said *R.* his Executors or Administrators shall not at any time hereafter, either deal or intermeddle with the Execution of the last Will and Testament of the said *C. P.* or claim take or challenge any of the Goods or Chattels which were of the said *C.* other then only the Pots and Goblet aforesaid, or receive, take, acquit, and discharge any debt or duty, which was owing and growing towards the said *C.* whilest she lived.

And also, That the said *R. K.* his Executors, Administrators, and Assigns, from time to time, and at all times hereafter shall agree, permit, and suffer that the said *G.* his Executors and Administrators, shall, and may peaceably and quietly, have and take, and by all lawful means recover and enjoy, all and singular the Goods, Chattels, and Debts, which were of the said *E.* at the time of her decease, other then only the said Pots and Goblet; without any Let, Claim, or Impediment of the said *R.* his Executors, or Administrators.

And also, That the said *R.* his Executors or Assigns, upon payment and delivery to him or any of them made of the sum of Money, Pots and Goblet aforesaid, in form aforesaid shall deliver or cause &c. to the said *G. K.* his Executors or Administrators, one sufficient acquittance, testifying the receit of the same Money, Pots and Goblet.

And moreover, I the said *H.* do hereby Award, &c. That the said *G.* his Executors or Administrators, at the only costs and charges of the said *G.* his Executors or Administrators, shall well and sufficiently at all times hereafter upon reasonable request to him or them to be made by the said *R.* his Executors, Administrators or Assigns, save and keep harmless the same *R.* his Executors and Administrators, of, and for all, and all manner Actions, Suits, Costs, Damages, Judgments, Executions and Demands which shall be had or brought against the said *R.* his Executors or Administrators, by reason or means that the said *R.* did take upon him to be Executor of the said Testament of the said *C.*; and also that the said *G.* shall pay for the Drawing and Ingrossing of these presents to the Writer thereof, 5 *l.* of &c.

And lastly, I Award, &c. that either of the said parties, their Executors and

and Administrators, for their several parts, shall from henceforth surcease from all further Suit and Suits and quarrels in Law whatsoever for any matter between them two had stirred or depending at any time before the &c. date of the said Obligations, to stand to this Award, &c. *In witness, &c.*

The Form of an Award Indented.

TO all true Christian People, to whom this present awarded Indenture shall come, *A.B.* and *C.D.* send greeting in our Lord God everlasting: *Know ye*, That whereas some variance and controversie hath heretofore been had and moved between *E. J.* of *G.* Widow, late Wife and Executrix of the last Will and Testament of *T. F.* deceased, and *R. F.* her son, touching certain Goods and Chattels, left, demised, given and appointed to the said *R. F.* by virtue of the said last Will and Testament of the said *T. F.* his Father, whereof the said *E.* took the sole Execution and Probation, for the appeasing and ending of which said controversie, both the said parties by their mutual assents, consents and agreements, have submitted, compromitted, and heretofore become bound, either to other by their severall bonds obligatory, bearing date the &c. in the sum of 100 l. to stand to, observe, perform, fulfill and keep the Award, Arbitrament, Doom, and Judgment of us the said *A.B.* and *C.D.* Arbitrators indifferently chosen between the said parties, as by the said Bonds Obligatory, and Conditions thereunto subsequent, more at large appeareth. *Recital.*

Upon which submission, We the said Arbitrators, for the avoiding of further troubles, and to cause peace, love and unity between the said parties, having seen and read, and deliberately considered of the said last Will and other Writings, having Relation to, and dependancy on the same, and having also heard the allegations and proofs on both sides concerning the Premisses, and duly weighed the circumstances thereof; we the said Arbitrators having the consent of the said parties, do, the day of the date hereof, make, publish, and declare this our Award and judgment in the premisses, in such manner and form as followeth: That is to say,——

And having set down the Award, thus conclude:

And for the better testification and confirmation hereof, We the said Arbitrators have to this our Award set our hands and seals the 3*d. day of* M. Anno Domini, 1651.

An Award in a Controverſie growing by means of a Copartnerſhip.

TO *all* to whom this preſent Writing of Award ſhall come, *T. S.* and *S.B.* &c. ſend greeting in our Lord God everlaſting. *Whereas* heretofore there hath been divers ſtrifes and variances moved, and are yet depending between *R.H.* &c. and *J. C.* &c. Executors of *T. C.* late of *L.* Haberd. deceaſed, on the one party, and *H. B.* &c. on the other party: for the appeaſing and final ending whereof, the ſaid parties of one aſſent and conſent, as doth appear, and is recited in ſeveral conditions of ſeveral Obligations, bearing date the 10th of this preſent *A.* which the ſaid parties have interchangeably made, ſealed and delivered, each to the other; have named and choſen us the ſaid *J. S.* &c. their Judges and Arbitrators, to award, arbiter, ordain, rule, judge, and determine, of, for, upon, and concerning all and all manner of actions, as well reall, as perſonal, ſuits, quarrels, ſtrifes, variances, coſts, damages, and demands whatſoever, had, moved, ſtirred, or depending between the ſaid parties in any manner of wiſe from the beginning of the World, untill the day of the date of the ſaid Obligation; So that the ſame our Award, Arbitrament, Ordinance and Judgment, were had or made by us the ſaid Arbitrators, or any five of us, & put in writing under our hands and ſeals, ready to be delivered to the ſaid parties or any of them, requiring the ſame before the laſt day of *A.* next coming after the ſaid date of the ſaid Obligations, as by the ſaid Obligations with their ſeveral Conditions on them ſeverally endorſed, may and will appear.

And for as much as we the ſaid Arbitrators have taken the charge of the ſaid Judgment and Arbitrement upon us, and thereupon have deliberately heard and examined all variances between the ſaid parties and their allegations, anſwers and proofs in that behalf alledged, made and produced, do now thereof, even this preſent day of the date of theſe preſents, make and give up, in and by this preſent Writing Indented under our hands and ſeals, our full and finall Award, Arbitrement, Ordinance and Judgment, in manner and form following: That is to ſay, That whereas the ſaid *T. C.* while he lived, and the ſaid *H.B.* were Copartners, and had joynt-traffique together, in divers things, the accounts whereof we have ſeen and examined, We do thereupon award, arbitrate, ordain and judge by theſe preſents, That the ſaid *R.H.* and *J.C.* or one of them, their Executors or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid to the ſaid *H.B.* his Executors, &c. the ſum of &c. of &c. at &c. that is to ſay, &c. And alſo we do by theſe preſents Arbitrate, Award, Ordain and Judge, That the ſaid *H.* his Executors, and Adminiſtrators, ſhall from time to time upon the reaſonable requeſt of the ſaid *R.* or *J.* their Executors or Adminiſtrators conſent, ſuffer, and agree, That at the equal and indifferent coſts and charges of the ſaid *R. J.* and *H.* and their ſeveral Executors and Adminiſtrators, all, and all manner of

Award.

lawful

lawful Suits, Actions, Recoveries, Judgments and Executions, ſhall and may in the name and names of the ſaid *H.* his Executors and Adminiſtrators, be had and purſued, with effect againſt all and every perſon or perſons, of, and upon the Books of the ſaid Accounts, and all and every Bond or Bonds, or Specialty whatſoever which the ſaid *H.* hath of, or touching all, or any the debts ſpecified in the Schedule to theſe preſents annexed; and that all and every the profits, commodities and advantages whatſoever to be had or gotten by means of any the ſaid Suits, Actions, Recoveries, Judgments and Executions, or by means of any of them, ſhall be equally had, divided and parted, part and party-like, the one half thereof to the ſaid *H. B.* his Executors and Adminiſtrators, and the other half thereof to the ſaid *R.* and *J.* his Executors and Adminiſtrators; and that neither of the ſaid parties, nor their ſeveral Executors or Adminiſtrators, ſhall wittingly and willingly, without the conſent of the other party, or of his or their Executors or Adminiſtrators, do, procure or cauſe any thing to be done to hinder or defeat any the ſaid lawful Suits, Actions, Recoveries, Judgments or Executions to be had as aforeſaid, of or for any the ſaid debts, or to let or hinder the equal dividing of all profits, commodities and advantages thereof, or thereby to be had or gotten contrary to the true meaning aforeſaid.

And further, We do Award, Order and Judge by theſe preſents, That the ſaid *H. B.* upon reaſonable requeſt, ſhall on the firſt day of &c. now next coming, make ſale and deliver, or cauſe to be delivered to the ſaid *R. H.* and *J. C.* or to one of them, or otherwiſe for both their uſes, at, or in, &c. between the hours of &c. of the ſame day, or otherwiſe in the mean time before-hand one lawful acquittance general, of, and for all Actions, Suits, Quarrels and Demands from the beginning of the World, untill the 8th of *A.* laſt paſt.

And likewiſe, We do Award, &c. by theſe preſents, That the ſaid *R.* and *J.* upon the like reaſonable requeſt, ſhall on the ſaid &c. now alſo next coming, make ſale and deliver, or cauſe to be delivered to the ſaid *H. B.* at, or in, &c. between the like hours aforeſaid in the forenoon, &c. or otherwiſe &c. one lawful acquittance general, of, and for, all Actions, Suits, Quarrels and Demands, from the beginning of the World, untill the ſaid 8th day of *A.* now laſt paſt as aforeſaid. *In witneſs, &c.*

BARGAINS.

BARGAINS.

A Bargain and Sale of Copyhold Lands by Commiſſioners of Bankrupts.

THis *Indenture made, &c.* between *S.E.* Eſquire, *E. T.* Eſquire, and *J. J.* Gent. of the one part; and *R.W.* of &c. *R.W.* &c. *D.M.* of &c. *E. C.* of &c. and *W.E.* of &c. of the other part; *Witneſſeth*, That whereas upon Complaint made to the Right Honorable *T.* Lord *C.* Lord Keeper of the great Seal of *England*, by *E. S.* &c. as well for himſelf as for all other the Creditors of *F.M.* late of *W.* &c. That whereas the ſaid *F.M.* uſing and exerciſing the Trade of Merchandiſe by way of bargaining, exchange, bartering and cheviſance, ſeeking his trade of living by buying and ſelling upon good and juſt cauſe for Wares and Merchandiſe to him ſold and delivered, and alſo for ready money to him lent, being indebted to the ſaid *E.S.* and other his Creditors, in divers and ſeveral ſums of money, amounting in the whole to the ſum of 500 l. and upwards, of late (that is to ſay) about the moneth of *M.* in the year, &c. did become Bankrupt within the ſeveral Statutes lately made againſt Bankrupts, to the intent to defraud and hinder him the ſaid *E.S.* and other his Creditors, of their juſt debts and duties to them owing (*viz.*) within the Statute made in the Parliament, begun and holden at *Weſtminſter* the 2d day of *A.* in the 13th year of the Reign of our late Soveraign Lady Queen *Eliz.* concerning Bankrupts, and within the Statute made in the Parliament begun and holden at *Weſtminſter* aforeſaid, the 19th day of *M.* in the firſt year of the reign of our late Soveraign Lord of famous Memory King *James* of *England*, *France*, and *Ireland*; and of *Scotland* the 37. Intituled, An Act for the better relief of Creditors againſt ſuch as ſhall become Bankrupt. And alſo within the Statute made in the Parliament and holden at *Weſtminſter*, begun at the 19th day of *F.* in the 21 year of the Reign of our ſaid late Soveraign King *James of England*, *France*, and *Ireland*; and of *Scotland* 57. Intituled, An Act for the further deſcription of Bankrupts, and relief of Creditors againſt ſuch as ſhall become Bankrupts, or within one of them: our ſaid Soveraign Lord the King s Majeſty that now is, by his moſt gracious Commiſſion under the great Seal of *England*, bearing date at *Weſtminſter* the 19th day of *J.* in the 13th year of his Majeſties Reign, that now is, directed to the ſaid *S.E.* *E.T.* and *J. J.* and unto *F.W.* Gent. and *J.P.* Gent. hath Named, Aſſigned,

Aſſigned, Conſtituted and Ordained the ſaid *S.E. E.T. J.J. H.W.* and *J.P.* his Majeſties ſpecial Commiſſioners, giving full power and authority unto them, 4 or 3 of them; whereof the ſaid *S.E.* or *E.T.* to be one, to execute the ſaid Commiſſion, according to the ſame Statutes, and every, or any of them, not onely concerning the ſaid *F.M.* his Body, Lands, Tenements, Freehold and Cuſtomary Goods, Debts, and other things whatſoever; but alſo concerning all other perſons, which by Concealments, Claim, or otherwiſe, do or ſhall offend touching the Premiſſes, or any part thereof, contrary to the true intent and meaning of the ſame Statutes, and every, or any of them, to do and execute all and every thing and things whatſoever, as well towards, and for ſatisfaction and payment of his ſaid Creditors, as towards, and for all other Intents and Purpoſes; according to the ordinance and proviſion of the ſame Statutes, as in and by the ſaid Commiſſion, and the complaint in writing thereunto annexed, more plainly and at large it doth and may appear.

And whereas the ſaid *S.E. E.T.* and *J.J.* do further find, that all the time that the ſaid *F.M.* became Bankrupt as aforeſaid, he the ſaid *F.M.* and *J.* his Wife, were, and ſtood ſeiſed to them, and to the Heirs of the ſaid *F.M.* according to the Cuſtome of the Mannor of *W.* in the County of *E.* of one Copy-hold, or Cuſtomary Meſſuage, or Tenement called *C.* with a Garden and Orchard thereunto belonging, now in the occupation of the ſaid *F.M.* &c. holden by Copy of Court-Roll, of the foreſaid Mannor of *W.* All which Copy-hold or Cuſtomary Premiſſes, the greater part of the above-named Commiſſioners, by the ſaid Commiſſion authorized, have cauſed to be viewed and rented, & the reſpective Eſtates of the ſaid *F.M.* of and in the ſame to be appraiſed to the beſt value they may, and accordingly the ſame have been viewed, rented, and appraiſed by *J.K.* and *R.F.* men of ſufficient skill and judgment for the doing thereof, in manner and form following; That is to ſay, the foreſaid Meſſuage or Tenement called *C.* and the Garden and Orchard thereunto belonging, in the occupation of the ſaid *F.M.* ſcituate, lying, and being at *W.* aforeſaid, to be let for the yearly Rent of 6 *l.* of lawful money of *England*, and the Eſtate of the ſaid *F.M.* therein, worth to be ſold 90 *l.* of like money, *&c.* The ſaid *S.E. E.T.* and *J.J.* with the conſent, and at the requeſt of the Creditors of the ſaid *F.M.* that have ſued forth and proſecuted the ſaid Commiſſion againſt the ſaid *F.M.* for, and in conſideration of the ſum of 897 *l.* of lawful money of *England*, unto the ſaid *S.E. E.T.* and *J.J.* by the ſaid *R.W. R.B. D.M. E.C.* and *W.E.* to the uſe, benefit, and behalf, as well of themſelves, as alſo of all other the Creditors of the ſaid *F.M.* that have ſued forth and have joyned, and that ſhall hereafter joyn in the proſecuting of the ſaid Commiſſion, according to the Statutes in that behalf made and provided, well and truly contented and paid, have by force and virtue of the ſaid Commiſſion, as much as in them the ſaid *S.E. E.T.* and *J.J.* doth lye; and they lawfully may grant, bargain, and ſell, and by theſe preſents do, as much as in them lyeth, and they lawfully may grant, bargain, and ſell unto the ſaid *R.W. R.B. D.M. E.C.* and *W.E.* all that the foreſaid Copy-hold, or cuſtomary Meſſuage, or Tenement called *C.* with the Garden and Orchard thereunto belonging, and now in the occupation of the ſaid *F.M.* holden

Bargain and Sale.

holden by Copy of Court-Roll of the foreſaid Mannor of *W.* &c. Together with all Woods, Underwoods, Commons, Paſtures, Feedings, Ways, Watercourſes, Eaſments, Profits, Commodities, Emoluments, and Appurtenances whatſoever, unto all and every the ſaid Copyhold, or Cuſtomary Premiſſes thereby granted, and every part and parcel thereof belonging, or in any wiſe appertaining, or there were uſually letten, occupyed, or enjoyed, and all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, and Reverſions, Remainder, and Remainders, Claim, and Demand whatſoever, of the ſaid *F. M.* of, in, and to all and ſingular the Premiſes hereby granted, and every part and parcel thereof, with the Appurtenances, *To have and to hold* all the ſaid Copyhold, or Cuſtomary Meſſuage or Tenement called *&c.* and every part and parcel thereof, with all and every the Appurtenances unto the ſaid *R. W. R. B. D. M. E. C.* and *W. E.* their Heirs and Aſſigns, to their own proper uſe and behoof for ever, according to the cuſtome of the ſaid ſeveral Mannors, whereof the ſame be reſpectively holden as aforeſaid. And to have and to hold all and ſingular the ſaid Cloſe or Paſture-ground called *H.* and the ſaid Cloſe of arable Land thereunto adjoyning, and every part and parcel thereof, with all and every the Appurtenances unto the ſaid *R. W. R. B. D. M. E. C.* and *W. E.* and their Aſſigns, to their own proper uſe and behoof, for, and during the natural life of the ſaid *F. M.* according to the Cuſtome of the aforeſaid Mannor of *W.* aforeſaid. *Yielding*, paying, performing, and doing unto the ſaid ſeveral Lords of the ſeveral Mannors before mentioned, of whom the Copyhold or Cuſtomary Premiſſes hereby granted, are reſpectively holden, all and every the Fines, Rents, Duties, and Services of Right uſed and accuſtomed, to be *yielded*, payed, performed, and done for the ſame. *In witneſs, &c.*

Habendum.

A Bargain and Sale of Lands, with general Warranty and good Covenants.

THis *Indenture*, &c. between &c. on the one party, and *R. B.* &c. on the other party; *Witneſſeth* That the ſaid *R. C.* for and in conſideration of the Sum of &c. of lawful &c. whereof &c. hath given, granted, bargained, and ſold, and by theſe preſents doth fully and clearly &c. unto the ſaid *R. B.* and to his Heirs and Aſſigns for ever, all that the Mannor of *L. alias L. P.* in the County of *S.* with all and ſingular the Courts, and Perquiſits and Profits of Courts, Leets, and Views of Frank-pledge, and all other Rights, Royalties, Members, Profits, Rents, Services, Commodities, Priviledges, Juriſdictions, Caſualties, and Appurtenances whatſoever, to the ſaid Mannor belonging, or in any wiſe appertaining, and all and ſingular Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Commodities, and Hereditaments, with the Appurtenances, commonly called or known by the name of *L. alias L. P.* or by the name or names of any of them, ſet, lying, and being in the Towns, Pariſhes, or Fields of *G. alias W. T. alias T.* and *C.* in the County of *S.* or in any of them, or elſewhere, in the ſaid County of *S.* And all and ſingular the Meſſua-

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ges, Lands, Tenements, Meadows, Leaſues, Paſtures, Commons, Woods, Under-woods, Hedg-rows, Waters, Fiſhings, Rents Reverſions, Services, and Hereditaments whatſoever, with their Appurtenances, ſet, lying, and being in the Towns, Pariſhes, Fields, Hamlets, Territories of &c. aforeſaid, or in any of them, or elſewhere, in the ſaid County of *S.* to the ſaid Mannors of *L. alias L. P.* and other the Premiſſes, or to any of them belonging, or in any wiſe appertaining, or heretofore taken, accepted, reputed, eſteemed, or known, to be part, or parcel, or Member of the ſame Mannor, or Park. And all other Lands, Tenements, Rents, Reverſions, Services, Commodities, and Hereditaments, with their Appurtenances, now of the ſaid *R.C.* ſet, lying, and being in the Towns, Pariſhes, and Fields aforeſaid, or any of them, or reputed and taken for the Lands or Hereditaments of the ſaid *R. C.* And all ſuch Eſtate, Right, Title, Uſe, Poſſeſſions, Reverſion, Remainder, and Demand, as he the ſaid *R.C.* hath, may, might, ſhould, or ought to have, in and to the ſaid Mannors, Park and all, and ſingular other the Premiſſes, with the Appurtenances, or of, in, or to any part or parcel thereof; and alſo all and ſingular the Deeds, Evidences, Charters, Court-Rols, Rentals, Mynuments, Eſcripts, Terrors, Boundaries, Counterparts of Leaſes and Writings, touching, or in any wiſe concerning the ſaid Mannor and other the Premiſſes, with the Appurtenances, or any part or parcel thereof. All which ſaid Deeds, Evidences, Charters, Court-Rolls, Mynuments, Eſcripts, and Writings, or all ſuch, and ſo many of them, as the ſaid *R.* hath, or that he, his Heirs, Executors, or Aſſigns, may, or can come by lawfully, without Suit in the Law. *Covenant to deliver Deeds*

The ſaid *R.C. covenanteth* &c. for him &c. to and with &c. well and ſafely to deliver, or cauſe to be delivered to the ſaid *R.B.* his Heirs, or Aſſigns, ſafe, whole, and uncancelled, at the now Manſion-houſe, &c. ſcituate &c. at or before the 4. day of *D.* next enſuing the date hereof: *To have and to hold* the ſaid Mannor of *L. alias L. P.* and the ſaid Park; and alſo all the ſaid Lands, Tenements, and Hereditaments, and all and every other the Premiſſes, with their Appurtenances, and every part and parcel thereof, unto the ſaid *R. B.* his Heirs and Aſſigns, to the ſole, ſtrict, and proper uſe and behoof of the ſaid *R.B.* his Heirs and Aſſigns for ever. *Habend.*

And the ſaid *R.C.* for him &c. *covenanteth* &c. in manner and form following; That is to ſay, That he the ſaid *R.* is now the very true, ſole, perfect, and lawful Owner of all and ſingular the Premiſſes in Fee; and that the ſaid *R.C.* now at the enſealing and delivery of theſe Preſents, is lawfully, ſurely, ſolely, and indefeaſibly ſeized in Fee, to the uſe of himſelf, and of his Heirs and Aſſigns for ever, and to none other uſe; and that without any condition, further limitation, or determination of uſe or uſes, of, and in the ſaid Mannor of *L. alias L.P.* with the Appurtenances; and of, and in all and ſingular other the Premiſſes and Hereditaments before mentioned, to be bargained and ſold. And that there is no Fee-ſimple, Reverſion, or Remainder, in the King of the ſame, or any part thereof. And that the ſaid *R.C.* hath full Power, good Right, and lawful Authority, to give, grant, bargain, ſell, and aſſure the Premiſſes, and every part and parcel thereof, with their Appurtenances, to the ſaid *R.B.* his Heirs and Aſſigns, in manner and form aforeſaid. And that the Premiſſes *Covenants that he is Owner in Fee.* *Seiſed in Fee.* *No Reverſion in the King.* *Authority to ſell.* *Soſage, Tenure, and Rent &c.*

Premiſſes by theſe preſents bargained and ſold, or meant or intended to be bargained or ſold, and every part and parcell thereof, be holden in *free Socage*, and not in *Capite* or by *Knights Service*, but by *Fealty*, and at the Rent of one pair of *gilt-Spurs*, of 6d. by the year, and not charged by or with any greater Rent, or any other Service whatſoever.

To make a full Aſſurance by a day.

And alſo, That he the ſaid *R. C.* and his Heirs, ſhall and will, before the laſt day of *F.* next &c. at the coſts and charges in the Law of the ſaid *R. B.* and his Heirs, make and execute, or cauſe to be made to the ſaid *R.* his Heirs, and Aſſigns, for ever, a good, ſure, rightfull, perfit, abſolute and lawfull eſtate in the Law in *Fee Simple*, to the only and proper uſe of the ſaid *R. B.* his Heirs and Aſſigns, for ever, without any manner of Condition or Defeaſance, of, and in the ſaid Mannor, and all and every other the Premiſſes, with their Appurtenances, and every part and parcell thereof, with Warranty againſt all men, or without Warranty; as by the ſaid *R.* his Heirs, or Aſſigns, or his, or their Councell learned in the Law, ſhall be reaſonably deviſed or adviſed.

Diſcharge of incumbrances.

And further, That the ſaid Mannor, and all, and ſeverall other the Premiſſes, with their Appurtenances, and every part and parcell thereof, now are and at the time of the making and executing of the ſaid eſtate to be made as aforeſaid, ſhall be, and from time to time, and at all times hereafter, ſhall and may ſtand, abide, remain and continue unto the ſaid *R.* his Heirs and Aſſigns, freely and clearly diſcharged, exonerated and acquitted, and otherwiſe by the ſaid *R. C.* his Heirs Executors, or Aſſigns, defended, ſaved and kept harmleſſe of, and from all and every former Bargains, Sales, Gifts, Grants, Eſtates, Uſes, Conditions, Statutes Merchant, and Statute of the ſtaple, Recogniſance, Condemnations, Judgments, Executions, Annuities, Fees, Joynters, Dowers, Fines, Iſſues, Amerciaments, Rents, Charge, Rent-Seck, arrearage of Rent, and of and from all and every other former Titles, Charges, and Incumbrances, whatſoever, the Rent and Service afore mentioned hereafter to grow due to be paid and done, and the liberty of one *R. H.* and his Aſſigns to fetch and carry away, of, and from the Premiſſes, all ſuch Timber, Trees, and Woods, as were there felled and cut down before the 22d. day of *O.* laſt &c. and one Leaſe made of parcell of the Premiſſes, to *S. H.* which ſhall expire and determine within 15. daies next enſuing the date thereof, whereupon there is received the yearly Rent of &c. of lawfull &c. and one other Leaſe made of another parcell of the Premiſſes, to *W. R.* which ſhal expire and end &c. whereupon &c. and one other Leaſe &c. whereupon &c. which ſaid ſeverall yearly Rent from henceforth, during the ſeverall continuances of the ſame ſeverall Leaſes, ſhall be due and payable to the ſaid *R. B.* his Heirs and Aſſigns. And alſo ſuch Eſtate Right, Title, Interreſt, and Demand, as *R. C.* &c. hath in the Moiety, or half part of the ſaid Mannor of *L.* of the Grant or Aſſignment of *I. F.* of *L.* Widow, contained or mentioned in an Indenture, bearing date &c. made between the ſaid *I.* on the one party, and the ſaid *R. C.* on the other party, onely excepted and forepriſed.

Exceptions.

For quiet enjoyment.

And furthermore, The ſaid *R. C.* for him, his Heirs, covenanteth &c. that he the ſaid *R. B.* his Heirs, and Aſſigns, ſhall and may from henceforth for ever lawfully, peaceably, and quietly, *have*, *hold*, poſſeſs, inherit, and enjoy all the

the ſaid Mannor of *L.* with the Appurtenances, and all and every other the Premiſſes, with their Appurtenances: And ſhall and may alſo lawfully receive, take, have and enjoy, all and ſingular the Rents, Revenews, Iſſues, & Profits thereof, from time to time coming, growing, and renewing, to the only uſe and behoof of the ſaid *R. B.* and of his Heirs, and Aſſigns, for ever, according to the purport &c. of theſe preſents, without any lett, reſiſtance, diſturbance, or interruption of the ſaid *R.* his Heirs, and Aſſigns. And without any manner of lawfull lett, reſiſtance, moleſtation, eviction, expulſion, recovery or interruption of any other perſon or perſons, whatſoever, other then the ſaid *R, C.* and his Aſſigns, claiming by, from, or under the ſaid Eſtate or Intereſt of the ſaid *R. C.* before excepted, and other then ſuch perſons as any thing claim in the ſaid excepted Leaſes, or any of them, and for and concerning ſuch Title and Intereſt, only, as any of the ſame perſons claimeth by force of any of the ſaid Leaſes ſo before excepted.

Further aſſurances.

And That he the ſaid *R. C.* and his Heirs, and *B.* now his wife, and all and every other perſon and perſons, and their Heirs, having, lawfully claiming or pretending to have, or that hereafter ſhall or may have or lawfully claim or pretend to have any Eſtate, Title, Intereſt, or other thing, into or out of the ſaid Mannors and other the Premiſſes, or any part or parcell thereof, except the ſaid *R. C.* and his Aſſigns, claiming by, or under the ſaid Eſtate or Intereſt of the ſaid *R. C.* before excepted, and alſo except ſuch perſon or perſons as ſhall claim for or by reaſon of the Leaſes aforeſaid, or any of them, and for and concerning only their ſaid Titles, and Intereſts of their ſaid ſeverall Leaſes, and alſo except *I. F.* Widow, Mother of the ſaid *R.C.* for ſuch Title, or Right of Dower only as ſhe pretendeth to have by the ordinary courſe of the common Law of this Land, in the Premiſſes, ſhall and will upon every reaſonable requeſt, at the coſts and charges in the Law of the ſaid *R. B.* his Heirs and Aſſigns, further do, make, knowledg and ſuffer, or cauſe to be done, made, knowledged and ſuffered, from time to time & at all times hereafter, during the ſpace of 7 years, next enſuing the date hereof, and every ſuch further lawfull and reaſonable act and act, deviſe and deviſes, aſſurance & aſſurances, thing or things, as ſhall be deviſed or adviſed by the ſaid *R. B.* his Heirs, & Aſſigns, or by his or their Learned Councell in the Law, for the further and more better aſſurance, ſurety, and ſure making, and for the clear and abſolute having of the ſaid Mannor of *L.* with the Appurtenances, and of all and ſingular the Premiſſes, with the Appurtenances, and every part and parcell thereof to the ſaid *R. B.* his Heirs, and Aſſigns, for ever, to the ſole and only uſe and behoof of the ſaid *R. B.* and of his Heirs, and Aſſigns, for ever, and to none other uſe or intent, be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, ſingle or double, Deed or Deeds, inrolled or not inrolled, Releaſe, with Warranty againſt all men, or by any other waies or means whatſoever.

Vendors to pay halfe the charges of the fine and Poſt fine.

And, That the ſaid *R.C.* upon reaſonable requeſt, ſhall and will pay and beare the one half of any Fine, or Poſt-fine, touching or concerning any aſſurances to be had or executed of the premiſſes, or any part thereof, by and from the ſaid *R.* and *B.* his wife, or either of them, or the Heirs of the ſaid *R.* to the ſaid *R, C,* his Heirs, or Aſſigns.

And

And moreover, The ſaid *R.B. covenanteth*, &c. That all the ſaid Fines, Feoffments, Recoveries, and other Conveyances and Aſſurances aforeſaid, and every of them ſhall be, and every and all and ſingular the perſons aforeſaid, and all and every other perſon and perſons whatſoever, that now have, or hereafter ſhall or may have or claim any Eſtate, Title, or Intereſt, in or out of the ſaid Mannor of *L.* with the Appurtenances, and other the Premiſſes, with their Appurtenances, or any part thereof, by, from, or under, the parties aforeſaid, or any of them, or by, from, or under, or by force or means of theſe Preſents, or of the ſaid Fines, Feoffments, Recoveries, or other conveyances or aſſurances aforeſaid, or any of them; ſhall at all times, and from time to time, from and after every Execution and Executions of every of the ſaid Fines, Feoffments, Recoveries, or other conveyances or aſſurances aforeſaid, or any of them, ſtand and be ſeized of the ſaid Mannor of *L.* with the Appurtenances, and of all the Lands, Tenements, Rents, Reverſions, and Hereditaments aboveſaid, and of all and every other the Premiſſes, with all and ſingular their Appurtenances, and of every part and parcell thereof, to the only uſe and behoof of the ſaid *R.B.* his Heirs and Aſſigns for ever. *In witneſſe, &c.*

Aſſurance.

A Bargain and Sale of Copyhold Land, and of Freehold Land, with Covenants for Aſſurance of each accordingly.

THis *Indenture*, &c. between *J.J.E.* &c. and *T.E.* &c. on the one party; and *J.C.* &c. on the other part; *Witneſſeth*, That it is covenanted and agreed between the ſaid parties, in manner and form following; that is to ſay, the ſaid *J.J. E.* and *T.E.* for them, their Heirs, Executors, and Adminiſtrators, and every of them, do covenant and grant to and with the ſaid *J.C.* his Heirs, Executors, and Adminiſtrators, and every of them by theſe preſents, That they the ſaid *J.J. E.* and *D.* his wife, and *T. E.* and *E.* his wife, according to the cuſtome of the Mannor of *B.* in the Pariſh of *F.* in the ſaid County of *M.* now are, or ſome of them now be, ſtand and do ſtand lawfully and rightfully ſeized to the only uſe of themſelves and their heirs, or of ſome of them and their heirs, of and in one Meſſuage or Tenement, with the Appurtenances, &c. And alſo, that they the ſaid *J.J. E.* and *T. E.* according to the cuſtom of the Mannor of *C.* in the ſaid County of *M.* are and ſtand ſeized to the uſe of themſelves and their Heirs, of and in one Cloſe, with the appurtenances called *L.* Field, now or late in the occupation of &c. containing by Eſtimation &c. all and ſingular which ſaid Meſſuages, Tenements, and Cloſes, with their appurtenances, according to the ſeveral Cuſtoms of the ſaid ſeveral Mannors, did deſcend and come to the ſaid *J.J.E.* and *T.E.* and their heirs, by and after the deceaſe of *A.R.* alias *E.* ſometime the wife of *W.E.* late of *B.* in the ſaid County of *M.*

Seiſed of the Copy-hold.

And alſo, The ſaid *J.J. E.* and *T.E.* for them, &c. do *covenant*, &c. in manner

manner and form following; that is to say, that they the said *J. J. E.* and *T. E.* shall and will procure, and cause several Courts in the said several Manors, lawfully, and according to the several Customs of the said Manors, to be holden and kept on this side the 23 day of this present moneth of *D.* and that then, and their, at the same several Courts, the said *J. J. E.* and *D.* his Wife, and the said *T. E.* and *E.* his Wife, according to the several Customs of the said several Mannors in open Court, shall, or will surrender all and singular the Premisses, with all and singular their Appurtenances, to, and for the onely use and behoof of the said *J. C.* and of his Heirs and Assigns for ever. And that he the said *J. C.* his Heirs and Assigns from henceforth, and from the time of the several making of the said several Surrenders, according to the several Customs of the said several Mannors, shall, or lawfully may hold, occupy, and enjoy, all and singular the said Premisses, with all and singular their Appurtenances; and also have, take, perceive, receive, and enjoy all the Issues, Rents, and Profits thereof, and of every part thereof: to, and for the onely use of the said *J. C.* and of his Heirs and Assigns for ever, clearly and freely discharged, exonerated, and acquitted; or otherwise by the said *J. J. E.* and *T. E.* their Heirs or Assigns, from time to time, and at all times saved harmless, of, and from all and singular former Surrender and Surrenders, Estates, Titles, Leases, Dowers, Joyntures, Forfeitures, Arrerages of Rents, and other Incumbrances whatsoever (the Rents and Services, according to the several Customs of the said several Mannors therefore of ancient time accustomed, to be paid and done; and from and after the several making of the several Surrenders aboveſaid to grow due, to be paid and done, onely except) and moreover the said *J. J. E.* and *T. E.* have given, granted, bargained and sold; and by these presents, do fully, clearly, and absolutely give, grant, bargain, and sell to the said *J. C.* and to his Heirs and Assigns for ever, all that Close of Meadow and Pasture, being Free-hold, containing, &c. and all and singular such Deeds, Evidences, Copies of Court-Rolls, Writings, and Mynuments, concerning onely the Premises, or onely any part thereof, as now be in the hands or custody of the said *J. J. E.* and *T. E.* or in the custody of either of them; or which they, or either of them, can lawfully get, without Suit in the Law: Together with the true Copies of all other Evidences, Writings, Copies, and Mynuments, concerning the Premisses, or any part thereof, joyntly with other Lands and Tenements, they the said *J. J. E.* and *T. E.* for them, their Heirs and Executors, do covenant, and promise, to deliver or cause to be delivered to the said *J. C.* his Heirs and Assigns, at the dwelling house, &c. at, or on this side, the &c. day of *M.* next coming.

To surrender.

For quiet enjoyment, discharged of Incumbrances.

Bargain and sale of Free-hold Land.

And further, The said *J.* and *T.* *do covenant*, &c. that they the said *J. J. E.* and *T. E.* and *E.* now the wife of the said *T.* and all and every other person and persons (the chief Lords of the said several Mannors, for their ancient and chief Rents and services, onely except) having, or lawfully claiming to have

Further Assurance.

any former Right, Title, Eſtate, or intereſt, in or to the Premiſſes, or any part thereof from time to time, and all times, during the ſpace of five years next &c. and upon every reaſonable requeſt of the ſaid *I. C.* and of his Heirs and Aſſigns, ſhall and will do, knowledge, and ſuffer, all and every ſuch lawful and reaſonable act and acts, thing and things, as by the ſaid *J.* his Heirs and Aſſigns, or by his or their Counſell Learned in the Lawes of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further or better ſurety, aſſurance, and ſure making of all and ſingular the ſaid Copy-hold Lands, according to the cuſtomes of the ſaid Mannors, and all and ſingular the Premiſſes, to be had, and made, ſue, to the ſaid *I. C.* his Heirs, and Aſſigns, to, and for the only uſe of the ſaid *I. C.* and of his Heirs and Aſſigns, for ever, according to the intent and true meaning of theſe Preſents.

Free from incumbrances.

And moreover, The ſaid *I. T.* covenants, &c. That the yearly Rents, Iſues, iſſuing out of the Premiſſes now paid, and uſually heretofore paid to the Lords of the Fee and Fees thereof, do not ſurmount or exceed in the whole the yearly ſum of &c. And alſo that the ſaid Freehold Land above bargained by theſe preſents, now is, and from henceforth for ever, ſhall abide and continue clear, and free diſcharged and acquitted, or otherwiſe by the ſaid *I. E.* his Heirs, and Aſſigns, ſhall be for ever ſaved harmleſs to the ſaid *I. C.* his Heirs and Aſſigns, for ever; to, and for the only uſe and behoof of the ſaid *I. C.* and of his Heirs, and Aſſigns, for ever, of, and from all and ſingular former bargains &c. heretofore had, made, done, or knowledged; or to be had, made, done, or knowledged before a lawfull Eſtate, by livery and ſeiſin, ſhall thereof be had, and lawfully executed to the ſaid *I. C.* his Heirs, according to the intent and true meaning of theſe preſents: For, and in conſideration of which ſaid Bargains, Sales, Covenants, Grants, Articles, and Agreements, above in theſe preſents ſpecified, and on the part of the ſaid *I.* and *T.* their Heirs, Executors, and Adminiſtrators, well and faithfully to be holden performed and kept, and for the full and clear purchaſe and ſurrender of all and ſingular the Premiſſes, the ſaid *I. C.* at and before the enſealing hereof, hath paid to the ſaid *I. E.* and *T. E.* the ſum of &c. for which ſaid ſum of &c. *In witneſſe, &c.*

A Bargain and Sale of Copy-hold Lands.

THis &c. between *T. H.* on the one party, and *W. S.* &c. on the other party, *Witneſſeth*, That the ſaid *T. H.* in conſideration of the ſum of 400 *l.* &c. whereof &c. hath bargained and ſold, and by theſe preſents &c. unto the ſaid *W. S.* and his Heirs, one Cottage or Tenement being cuſtomary, or copy-hold Land, with a Curtillage, and the Gardens thereunto adjoyning, ſometime called, &c. All which Premiſſes were ſometime the Lands, and Tenements, of *J. D.* and are now in the Tenure and occupation

ſpation of the ſaid *W. S.* or his Aſſigns, by virtue of a Leaſe to him thereof granted by the ſaid *T. H.* by Licence of the Lord, for divers years yet enduring.

And the ſaid *T. H. covenanteth*, &c. That he the ſaid *T.* at the enſealing and delivery of theſe preſents, is lawfully ſeized of ſuch and ſo good and perfect Eſtate in Fee-ſimple, of the nature of Copy-hold, according to the cuſtome of the ſaid Mannor of *S.* of all and ſingular the Premiſſes, with their Appurtenances, as deſcended and came by cuſtome of the ſaid Mannor, unto the ſaid *T. H.* from *S. E.* and *T. H.* Kt. deceaſed Father of the ſaid *T.* diſcharged, or otherwiſe ſaved harmleſs, of, and from all former Bargains, Sales, Surrenders, Forfeitures, and Incumbrances whatſoever, had, made, committed, or done by the ſaid *T.* or the ſaid *T. C.* (the Leaſe above-mentioned always except) and for that the Premiſſes being holden of the ſaid Mannor, by Copy of Court-Roll, that he the ſaid *T.* before the Feaſt, &c. at the coſts and charges of the ſaid *W.* his Heirs, Executors, and Adminiſtrators, ſhall and will ſurrender the Premiſſes into the hands of the Lord of the ſaid Mannor for the time being, in ſuch ſort as by the ſaid *W. S.* his Heirs or Aſſigns, or his or their learned Councel ſhall be deviſed or required, to the intent, that the ſaid Surrender preſented by the homage of the ſaid Mannor, the Lord of the ſaid Mannor for the time being, may at his pleaſure, grant the Premiſſes to the ſaid *W. S.* and his Heirs, to hold the ſame by Copy of Court-Roll, according to the cuſtome of the ſaid Mannor. And that he the ſaid *T. H.* and his Heirs, ſhall and will at the coſts and charges of the ſaid *W. S.* his Heirs, Executors, and Adminiſtrators, from time to time, knowledge, perform, do and execute; and ſuffer to be done, performed, knowledged, and executed, ſuch reaſonable act or acts, thing or things, which by the ſaid *W.* his Heirs or Aſſigns, or his or their Councel learned in the Laws of *England*, ſhall be reaſonably deviſed, adviſed, and required, for the lawful and better aſſurance and conveyance, of all and ſingular the Premiſſes, to the ſaid *W.* and his Heirs, according to the cuſtome of the ſaid Mannor, and according to the true intent and meaning of theſe preſents.

Provided always, That the ſaid *T. H.* ſhall not, by reaſon of any Covenant or Article herein contained, for the paſſing of any aſſurance or aſſurances of the Premiſſes, or any part or parcel thereof, be inforced or compelled to travel out of the ſaid County of *C.* To make aſſurance.

Moreover, The ſaid *T. H. covenanteth*, &c. to deliver, or cauſe to be delivered to the ſaid *W. S.* his Heirs, or Aſſigns, within the ſpace of 7 years next enſuing, upon reaſonable requeſt, all ſuch Copies, Licences, and Evidences whatſoever, concerning the Premiſſes onely, or onely any part thereof, as be in his own hands, or in the hands of any other to his uſe, which he may obtain or come by without Suit in the Law. To deliver Writings.

Laſtly, The ſaid *T. H.* doth *covenant*, &c. that he the ſaid *W. S.* his Heirs and Aſſigns, and every of them, ſhall and may lawfully and peaceably poſſeſs For quiet enjoyment diſcharged of Incumbrances.

ſeſs, have, and enjoy, all and ſingular the Premiſſes, with their Appurtenances, without any manner of lawful let, diſturbance, or eviction of the ſaid *T.H.* and of Dame *J.* Lady *H.* Mother of the ſaid *T*, and of their Heirs, or of either, or any of them. And alſo, that the premiſſes ſhall be diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all Incumbrances had, made, or ſuffered, either by the ſaid *T.* or by the ſaid Sir *T.* Father of the ſaid *T*, or by any other, having, holding, or claiming, from, by, or under, them, or either of them (the Rents and Services due to the Lord of the ſaid Mannor, and his Heirs, and the Leaſe aforeſaid, alwayes excepted.) *In witneſs, &c.*

A Sale of a certain quantity of Iron to be delivered at certain ſeveral dayes.

THis, &c. Between, &c. *Witneſſeth*, That the ſaid Earl, for and in conſideration of 1000 l. of &c. whereof &c. hath bargained and ſold, and by theſe preſents doth bargain and ſell to the ſaid *R.M.* one hundred Tuns of good, perfect, merchantable Iron, well and truly to be delivered to the ſaid *R.M.* his Executors, Adminiſtrators, or to ſuch other perſon or perſons as the ſaid *R.* his Executors or Adminiſtrators ſhall in that behalf aſſign and appoint at *B.* in the County of *W.* clearly freed, diſcharged and acquitted of all charges, duties, payments and demands whatſoever, in manner and form following, &c. twelve Tuns thereof, at, or on this ſide the laſt day of *S.* next &c. and eight Tuns more thereof at, or on this ſide &c. and ſo from thenceforth monethly on the laſt day of every moneth as from thenceforth ſhall next come and follow by courſe one after another eight Tuns of ſuch Iron as aforeſaid, untill the ſaid 100 Tuns of Iron ſhall be fully and truly delivered.

Covenant to deliver at the dayes and places.

And, the ſaid Earl for him, &c. *covenanteth*, &c. That he the ſaid Earl his Executors, Adminiſtrators or Aſſigns, ſhall, and will make, or cauſe to be made, full and true delivery unto the ſaid *R.M.* his Executors, Adminiſtrators or Aſſigns, of all and every part of the ſaid 100 Tuns of ſuch Iron as aforeſaid at the ſame dayes, and at the ſame place, which to, and for the delivery thereof above by theſe preſents, is limited and appointed, without any default or delay. And that the ſaid *R.M.* his Executors, Adminiſtrators and Aſſigns, ſhall and may have and enjoy all the ſaid Iron, and every part thereof, to the only uſe of the ſaid *R.* his Executors, Adminiſtrators and Aſſigns, without any account, demand, ſuit, or trouble therefore, or for any part thereof, to be required, commenced or proſecuted, of, or againſt them, or of any of them, by any perſon or perſons. *In witneſſe, &c.*

A Bargain and Sale of Lands, with the Tenants Attornment to the same.

THis *Indenture made, &c.* between *H.F.* on the one party; and *F.B.* on the other party, *Witnesseth*, That the said *H.F.* for and in consideration of a certain sum &c. whereof &c. Hath Given, Granted, Bargained and Sold, and by these presents doth fully, clearly and absolutely give &c. unto the said *F.* his Heirs and Assigns for ever, all those his Mannors of *M.* and *C.* with their appurtenances in the County of *K.* &c. being late parcell of the Lands and Possessions of *E.F.* Esquire, deceased, late Father of the said *H.F.* and now lately demised to *A.W.* by the said *H.F.* by his Deed, bearing date &c. and now lately assigned over to *A.P.* &c. and the Reversion and Reversions, of all and singular the Premisses above bargained with their appurtenances, and all the Estate, Right, Title, Interest, Use, Possession, Seisin and Demand whatsoever which the said *H.* hath, may, or ought to have of, in, or to the said Messuages, Lands, Tenements, Rents, Reversions, Services, and Hereditaments, and other the Premisses, with the appurtenances above bargained by these presents, and every or any part thereof, and all and singular Deeds, Evidences, Charters, Mynuments, Escripts and Writings concerning the Premisses above bargained only, or only any part thereof, as many of which said Deeds &c. as the said *H.* or any other to his use by his delivery now hath or have, or that he his Heirs, Executors or Assigns, shall have, or may lawfully come by without Suit in the Law, together with the true Copies of all other Evidences which the said *H.* hath concerning the Premisses above bargained, or any part there joyntly, with other Lands and Tenements, he the said *H.* for him, his Heirs or Executors, doth *Covenant* and *Promise* well and safely to deliver, or cause, &c. to the said *F.* his Heirs or Assigns at &c. on this side the Feast &c. *To have and to hold*, all the said Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, and Hereditaments, and other the Premisses above bargained, with their appurtenances, and the Reversion and Reversions thereof to the said *F.B.* his Heirs and Assigns for ever, to the sole and only use and behoof of the said *F.B.* and of his Heirs and Assigns for ever. *Habend.*

And, The said *H.F.* for him, his Heirs, Executors, and Administrators, doth *Covenant* and *Grant* to, and with, the said *F.B.* his Heirs, Executors, and Administrators, and every of them by these presents in manner and form following; that is to say, That he the said *H.* in his own Right, and to his own use now at the Ensealing and Knowledging of these presents, is, and standeth lawfully and solely seised of a good, perfit, sure, and indefeasible Estate in the Law in his demesne as of Fee-simple, either in Possession or in Reversion immediatly expectant upon the determination of Lease or Leases for years of, and in, the said Mannor, Messuage, Lands, Tenements and Hereditaments and other the above bargained premisses with their appurtenances. That he is seised in Fee.

ces. And that the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, and all other the ſaid Premiſſes above bargained, with their appurtenances, now be, and for ever hereafter ſhall be, ſtand, and continue to the ſaid *F.B.* and his Heirs, clearly and freely diſcharged and acquitted, or otherwiſe from time to time, and at all times, upon reaſonable requeſt, ſhall be well and ſufficiently ſaved harmleſs by the ſaid *H. F* his Heirs, Executors, and Adminiſtrators, of, and from all and ſingular former Bargains and Sales, Joyntures, Dowers, Gifts, Grants, Leaſes, Annuities, Charges, Eſtates, Titles, and Incumbrances whatſoever; except alwayes the chief Rents and Services to be due to the chief Lord or Lords of the Fee or Fees of the Premiſſes, only in reſpect of their Seigniories, and the aboveſaid Leaſe made and granted, of all and ſingular the above bargained premiſſes, with their Appurtenances, by the ſaid *H.F.* to the ſaid *A.W.* and *J.W.* as aforeſaid, for the term of 50 years, and for the only yearly Rent of 20 s. therefore yearly to be paid during the ſame Leaſe; And except alſo divers other former particular Leaſes made by the ſaid *H.F.* of divers parts of the Premiſſes, which ſhall determine long before the end of the ſaid Leaſe, made and granted to the ſaid *A.* and *J.W.*

That the Premiſſes are diſcharged of Incumbrances.

Exceptions.

And alſo, the ſaid *H. F.* covenanteth &c. with the ſaid *F.B.* &c. That the above bargained Premiſſes, from and after the expiration or other determination of the ſaid Leaſe thereof made to the ſaid *A.* and *J.W.* as aboveſaid, and during the ſaid other particular Leaſes, or any of them heretofore made of the ſame premiſſes as aforeſaid, ſhall or lawfully may be to the ſaid *F. B.* his Heirs and Aſſigns, of the clear yearly value of 100 Marks of lawful &c. beyond all repriſes or above.

To make further. Aſſurance.

And further, That he the ſaid *H.F.* and his Heirs, and all and every other perſon or perſons, having or which ſhall have or lawfully claim or pretend to have any former State, Right, Title, Uſe, Poſſeſſion, or Intereſt, of, in, or to, the above bargained Premiſſes, or any part thereof, o her then the ſaid chief Lords of their ſaid chief Rents and Services only, and the ſaid Leaſes only, claiming by their Leaſe or Leaſes aforeſaid, from time to time, upon every reaſonable requeſt, and at the coſts and charges in the Law only of the ſaid *F.B.* his Heirs and Aſſigns, ſhall and will do, make, knowledg, ſuffer, and execute, or cauſe to be made, done, knowledged, ſuffered, and executed, all and every ſuch lawful and reaſonable act and acts, thing and things, for the further and better ſurery, aſſurance, and ſure making of all and ſingular the Premiſſes above bargained, by theſe preſents, to be had and made ſure to the ſaid *F.B.* his Heirs and Aſſigns, to his and their own uſe and uſes for ever: As by the ſaid *F.B.* his Heirs or Aſſigns, or his or their learned Councel in the Law of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, and required from time to time, during two years next enſuing the date of theſe preſents.

For quiet enjoyment.

And further, That he the ſaid *F.B.* his Heirs and Aſſigns, from henceforth forever, ſhall or lawfully may, have and hold, all and ſingular the Premiſſes above bargained and ſold by theſe preſents, and have, take, receive, and enjoy, all and ſingular the Rents, Iſſues, and Profits thereof, without any

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let, trouble, or interruption of the ſaid *H.F.* or his Heirs, and without any lawful let, trouble, interruption, or eviction of any other perſon or perſons, having or which ſhall have or claim any Eſtate or Intereſt, of, in, or to the Premiſſes, or any part thereof, by or from the ſaid *H.* or any of his Anceſtors, except only ſuch Leaſes as aforeſaid, only for their Leaſes above excepted. *In witneſs, &c.*

The Attornment of the Tenant.

Memorand. That on the 3d. day of *N.* 1662. I *A.P.* Aſſignee of the within named Leſſees *A.* and *J.W.* of and for all their term of yeats within ſpecified of and in the Lands, Tenements, and Hereditaments within bargained, did thereof Attorn to the within named *F.B.* by the payment of one Angell Noble, in part of payment of the Rent reſerved in the Leaſe made of the Premiſſes, by the within named *H.F.* to the ſaid *A.* and *J.W.* And in teſtimony thereof, I have written this Endorſment with mine own hand, the day and year aboveſaid, and ſubſigned the ſame.

A Bargain and Sale by a Factor of his Conſtitutors Goods, to the uſe of whoſe Agent, the Conſtitutor had taken up money by exchange on the other ſide of the Sea.

TO *all*, &c. *E.T.* of *L.M.* Agent, and Factor here in the Realm of *England*, of and for the Buſineſs, Affairs, and Merchandizes of *P.B.* or *L.G.* now reſident in *Spain*, ſendeth Greeting: *Whereas* the ſaid *P.* hath lately taken up in *Spain* by way of exchange for *England*, of one *J.R.* Factor for *G.G.* and *R.G.* of *L.M.* Money and other things there, to the value of 285 l. of lawful Money of *England*, as by Bills of Exchange thereof made and conſigned, from the ſaid *P.* to the ſaid *E.* may appear.

And whereas the ſaid *P.* as well for payment of the ſaid Bills of Exchange, as otherwiſe for his uſe hath ſent and conſigned out of *Spain* to the ſaid *E* hither into *E.* 400 l. weight or thereabouts of Cinamon, in a Ship of *J.* called the *P.* to be diſcharged in the Port of *L.* or elſewhere in the Realm of *E.* as may fortune to fall out.

Now, the ſaid *E.T.* for and in conſideration of the ſatisfaction and payment of the ſaid Bills of Exchange truly to be made to the ſaid *G.* and *R.* hath bargained and ſold, and by theſe preſents doth bargain and ſell to the ſaid *G.* and *R.G.* all the ſaid 400 l. weight of Cinamon; *To have and to hold* the ſame and every part thereof to the ſaid *G.* and *R.* their Executors and Aſſigns, for their own uſe for ever, abſolutely without any Condition: Yet

nevertheleſs, when as the ſaid Sum of &c. ſhall be had, raiſed, and ſatisfied to the ſaid *G.* and *R.* of the ſaid Cinamon, that then the ſaid *G.* and *R.* and their Executors, ſhall ſtand accomptable to the ſaid *E.* for ſo much as ſhall be thereof made and clearly had to the ſaid *G.* over and above the ſaid Sum, &c. *In witneſs, &c.*

A Bargain and Sale by Brewers, of their Stock in Brewing, as well Implements, Corn, Grain, Casks, &c. as Debts upon Tallies and Scores, with Covenants pertinent for transferring of the Debts.

Bargain and Sale.

THis *Indenture* made &c. between *J. S.* and *P. S.* on the one party, and *M. R.* on the other party; *Witneſſeth*, That the ſaid *J.* and *P.* for and in conſideration of a certain competent Sum, &c. whereof, &c. Have bargained, ſold, given, granted, and ſet over, and by theſe preſents, do bargain, &c. unto the ſaid *M. R.* as well all ſuch Wainſcot, Glaſs, Houſhold-ſtuff, Implements, Utenſils, Corn, Grain, Hops, Horſes, Carts, Drayes, Cattle, Cask, Robes, Harneſs, and things that are mentioned and ſpecified in one Schedule indented, hereunto annexed, as alſo all ſuch Debts and Sums of money as the Cuſtomers belonging to the late Beer Brew-houſe of the ſaid *J.* and *P. S.* ſet and being in the Pariſh of *A.* in *T.* Street of *L.* are indebted and do owe unto the ſaid *J.* and *P.* or any other perſon or perſons, being then Partners in the ſaid Brew-houſe, joyntly or ſeverally being ſet down in a Book, dated the 13th day of *J.* laſt, &c. remaining under the hands of them the ſaid *J. P.* and *M.* together with the Books, Tallies, and Scores, as do concern the names and true Sums of the ſaid Cuſtomers and Debts (except as in the ſame Book is excepted.) *To have and to hold* the ſaid Wainſcot, Glaſs, &c. and things contained in the ſaid Schedule, Debts, and Sums of money owing by the ſaid Cuſtomers, ſet down in the Books aforeſaid, (except before excepted) together with the ſaid Books, Tallies, and Scores, as do concern the ſame Debts and Cuſtomers, and every of them, unto the ſaid *M. R.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoof for ever.

Covenant for quiet enjoyment.

And, The ſaid *J.* and *P.* for them and either of them, their Executors and Aſſigns, and for every of them, do *covenant* and *grant*, and either of them *covenanteth* and *granteth* by theſe preſents, to and with the ſaid *M. R.* his Executors and Aſſigns, That he the ſaid *M. R.* his Executors or Aſſigns, ſhall or may to his and their own uſe and behoof for ever, peaceably and quietly have, hold, occupy, and enjoy the ſaid Wainſcot, Glaſs, Implements, Corn, Grain, Carts, Casks, Cattel, Hops, Horſes, Drayes, and things contained in the ſaid Schedule, without any let, trouble, interruption, or eviction of the ſaid *J.* and *R.* or either of them, their Executors or Aſſigns, or any other perſon or perſons, by his or their means or procurement.

To juſtifie Actions.

And, The ſaid *J.* and *P. S.* do *covenant*, &c. That the ſaid *J.* and *P.* and either

either of them, their Executors and Assigns, shall not only at all times hereafter, and from time to time, upon the reasonable request, and at the costs and charges in the Law of the said *M. R.* his Executors or Assigns avouch, avow, justifie, and maintain with effect, all such lawful Action and Actions, Suits, Plaints, Processes, and Prosecutions, as he the said *M.* his Executors, Administrators or Assigns, shall take, commence, sue, prosecute, or follow in the name or names of them the said *J.* and *P.* or either of them, their Executors or Administrators, against all and every, or any of the said Customers, specified in the said Book, (except before excepted) and against all and every, or any of the Executors or Administrators, of the same Customers, for, or concerning the Debts by them owing also specified in the said Book.

Further Assurance.

But also from time to time upon reasonable request, and at the costs and charges of the said *M.* his Executors or Administrators, make, execute, and do, cause, &c. all such further act and acts, deeds, and devises, and things, unto the said *M.* his Executors and Administrators, as by the said *M.* his Executors or Assigns, or Councel learned, shall be reasonably advised or devised, for the better having, recovering, and receiving of the said Debts owing by the said Customers (except before excepted) to the only use and behoof of the said *M.* his Executors and Administrators.

Not to discharge the debts, &c.

And finally, The said *J.* and *P. Covenant*, &c. That he the said *M.* his Executors, Administrators and Assigns, shall and may at all times hereafter, to his and their own use and behoof, lawfully, peaceably, and quietly have, perceive, receive, recover, and take, all and every the said Debts owing by the said Customers (except before excepted) and all costs of Suit, Benefit, and Damages thereupon to be had, gotten, or recovered without any let, trouble, deniall, release, or acquittance, discharge, bar, stop, or hinderance of them the said *J.* and *P.* or any other person or persons, their Partners in Brewing in the said Brew-house, or any of them, or any the Executors or Administrators of them, or of any of them, or of any other person or persons, by the means, assent, consent, and procurement of them, or of any of them.

To produce the Book, &c.

And, The said *M. R. covenanteth*, &c. That he the said *M.* his Executors and Assigns, shall and will upon reasonable request, at all times hereafter, from time to time, bring forth into any Court of Record, or other place within *L.* or *W.* any such Book or Books, as he the said *M. R.* his Executors or Administrators, shall have in his or their custody or possession, as do concern the aforesaid Debts excepted by the aforesaid Books, and whatsoever other Debts owing by any Customer or Customers to the said Brew-house, and not set down or written in the aforesaid Book remaining under the hands of the said *J*; *P*; and *M.* whereby the said *J.* and *P.* their Executors or Assigns, may recover and get the same Debts. *In witnesse, &c.*

The said Schedule above mentioned, is to be hereunto annexed.

A Wood-ſale, alſo a Covenant to make free Copyhold Land.

THis *Indenture made* between &c. *Witneſſeth*, That the ſaid *H.C.* Kt. Lord *D.* for, and in, conſideration of a certain Sum of &c. whereof &c. hath bargained and ſold, and by theſe preſents doth bargain and ſell to the ſaid *R.M.* all and ſingular the Woods, Underwoods, and Trees whatſoever, ſtanding, growing, or being, in or upon all that Wood or Wood-ground called *H.* Park, within the Lordſhip of *T.* in the County of *M.* except and reſerved to the ſaid Lord *D.* all Timber-Trees, already grown ſufficient for Timber in and upon the ſaid ground, and Wavers, and Standels to be left on every Acre thereof, according to the Statute in that caſe provided; To have, take, fell, and carry away, all the ſaid Woods, Underwoods, and Trees (except only before excepted) to the ſaid *R.M.* his Executors and Aſſigns, for the only uſe of the ſaid *R.M.* his Executors and Aſſigns, from time to time, and at all times, for and during the ſpace of 3. years next to enſue and follow, from the Feaſt of *C.* next &c.

Covenant to hedg and ſcour ditches.

And, the ſaid *R.M. Covenanteth* &c. That he the ſaid *R.* his Executors and Aſſigns, at their own coſts and charges, ſhall within 3. moneths next after the firſt beginning of the felling of the ſaid Woods and Underwoods, well and ſufficiently hedg and incloſe all the ſaid Wood and Wood-ground, called &c. and ſcour and cleanſe the Ditches thereof, and preſerve and keep in as good ſort as they conveniently may or can, all the young Springs ariſing in the ſame, during the time wherein the ſaid Wood, Underwoods, and Trees ſhall be in felling, carrying, and avoiding away from the ſaid ground called, &c. and ſhall therein leave ſtanding the ſaid Timber, Trees, and Wavers, and Standels aforeſaid, without fraud or covin.

For quiet enjoyment.

And, the ſaid Lord *C. Covenanteth*, &c. That he the ſaid *R.M.* his Executors and Aſſigns, for their own uſe and commodity, from time to time, and at all times, during the ſaid term of 3. years, ſhall and may lawfully and quietly have, take, fell, and carry away, and enjoy the ſaid Woods, Under-woods, and Trees, (except only before excepted) without any let, impediment, denial, or reſiſtance of the ſaid Lord *C.* his Heirs or Aſſigns, and without any lawful &c. of any other perſon or perſons.

Covenant to enfranchiſe Copyhold-Land.

And further, That whereas *J.E.* a Copyholder of the ſaid Lord *C.* within his ſaid Lordſhip of *T.* hath bargained and agreed to ſurrender to the uſe of the ſaid *R. M.* and his Heirs for ever, according to the cuſtom of the ſaid Lordſhip, all the Copyhold of the ſaid *J.* within the ſaid Lordſhip; The ſaid Lord *C. Covenanteth*, *&c.* that at all times hereafter, at and upon the reaſonable requeſt and coſts and charges in the Law of the ſaid *R. M.* or his Heirs, the ſaid Lord *C.* his Heirs and Aſſigns, ſhall and will enfranchiſe and make free to the ſaid *R.* and his Heirs, all the ſaid Copyhold-Land to be had and holden to the ſaid *R.* and his Heirs for their own uſe in Fee-ſimple for ever, without reſervation of any manner of Rent, Service, or Demand whatſoever. *In witneſs*, *&c.*

A

A very good Bargain and Sale of a Lordſhip and Mannor from a man and his wife, the wife having Joynture, &c.

THis *Indenture*, &c. between *H.W.* and *D.* his wife on the one party, and *J.B.* on the other party, *Witneſſeth*, That the ſaid *H.W.* and *D.* his wife, for, and in, conſideration of the ſum of &c. to the ſaid *H.* before the enſealing of theſe preſents, well and truly paid by the ſaid *J.B.* whereof, and wherewith, the ſaid *H.* and *D.* do acknowledg themſelves ſatisfied and paid; and thereof, and therefore, do clearly releaſe, diſcharge, exonerate, and acquit the ſaid *J.B.* his Heirs, Executors, and Adminiſtrators, by theſe preſents, have aliened, granted, bargained and ſold, and by theſe preſents do alien, &c. unto *Grant.* the ſaid *J.B.* his Heirs and Aſſigns for ever, all that the Lordſhip and Mannor of *C.* with the Appurtenances in the County of *E.* &c. and all thoſe Woods, Groves, Under-woods, and Wood-grounds, with their Appurtenances in *C.* aforeſaid, called *L.Wood*, and *S.Wood*, and all and ſingular Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Waters, Fiſhings, Commons, Waſts, Wayes, Profits, Eaſements, Commodities, and their Hereditaments, with their Appurtenances, which the ſaid *H.W.* and *D.* his wife have, or either of them hath or ought to have within the ſaid Pariſh of *C.* in the ſaid County of *E*, and all and ſingular Courts Leets, View of Frank-pledg, Franchiſes, Liberties, Juriſdictions, Priviledges, Rents, Profits, Royalties and Commodities whatſoever, which the ſaid *H.* and *D.* have or ought to have, or lawfully might have in the ſaid Lordſhip and Mannor, and other the Premiſſes, or in any part or parcel thereof, and the Advowſon and Right of Patronage of the Pariſh Church of *C.* aforeſaid, and alſo the Reverſion and Reverſions, Rents and Profits of all and ſingular the Premiſſes, and all and ſingular Letters Patents, Deeds, Charters, Evidences and Writings whatſoever touching or concerning the premiſſes, or any part thereof (except and always *Exception.* foreprized, out of the Bargain and Sale aforeſaid, all that houſe and 75. Acres of Meadow, Land and Paſture, whether it be more or leſs called W. R. or otherwiſe R: and 8. Acres of Land, late in the Occupation of *J.B.* Gen:) *To have, hold,* and *enjoy* the ſaid Lordſhips, Mannors, Meſſuages, Lands, Tene- *Habend.* ments, and Hereditaments, and the Advowſon aforeſaid, and all other the Premiſſes, with all and ſingular their appurtenances, and the Reverſion and Reverſions thereof (except only before excepted), to the ſaid *J.B.* his Heirs and Aſſigns for ever, to and for the only uſe and behoof of the ſaid *J.B.* and of his Heirs and Aſſigns for ever.

And, The ſaid *H.W.* for him, his Heirs, Executors, and Adminiſtrators, and every of them doth *Covenant* and Grant to, and with, the ſaid *J.B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner and form following; that is to ſay, That he the ſaid *H.* and the ſaid *D.* his Wife, to the only uſe and behoof of the ſame *H.* and *D.* and of the Heirs and Aſſigns of the ſame *H.* now are, and at the enſealing

Seised in Fee, and power to sell.

ensealing and delivery of these presents shall be and stand seised (the said *H.* in his Demesne as of Fee-Simple, and the said *D.* in her Demesne as of Freehold for term of her life) of, and in all and singular the said Mannors and Lordships, and all and every other the Premisses with all and singular their Appurtenances, without any condition or determination, or limitation of use, and that of such estate the said *H.* and *D.* now have good right and lawful power and authority to Grant, Alien, Convey, and Assure the said Mannor and Lordship, and all and every other the Premisses, with the appurtenances (except only before excepted) to the said *I. B.* and to his Heirs and Assigns, in form aforesaid for ever: And that the said Mannor and Lordship, and all and every other the Premisses, with their appurtenances (except only before excepted) now are, and from henceforth for ever shall be, and continue to the said *I. B.* his Heirs and Assigns, clear and free discharged and acquitted, or otherwise from time to time, and at all times, upon request sufficiently saved harmless, of and from all and singular former Bargains, former Sales, Gifts, Grants, Leases, Estates, Recognizances, Bonds, Joyntures, Dowers, Fees, Annuities, Rents, Charge, Rents-seck, Arrearages of Rent, Title of Dower, Wills, Entails, Entrusions, Fines, Amerciaments, Titles and Incumbrances whatsoever, had, made, done or suffered, or to be had &c. by the said *H. W.* and *D.* his wife, or by *S. T. alias C.* Widow, or by any of them, or by any other person or persons having any lawful Estate, Title or Interest in or to the said Mannor or Lordship, and other the above bargained Premisses, or any part thereof by, or under, the estate of the said *H. D.* and *S.* or of any of them before a lawful estate shall be thereof made and lawfully executed to the said *I. B.* and his Heirs, according to the intent and true meaning of these presents; except always, as well the chief Rents and Services hereafter to grow due to the chief Lords of the Fee or Fees of the premisses, in respect of these Signiories only, and all Estates heretofore Made and Granted by Copy of Court-Roll of any ancient Copyholds according to the Custom of the said Mannor or Lordship, whereupon the ancient Rents and Services are reserved here to be paid and done from time to time to the said Lordship or Mannor for the time being, as of ancient time hath been used. And also one Lease which the said *H.* by his Indenture, bearing date &c. did Make and Grant to the said *R. L.* and his Assigns, without Impeachment of any manner of Wast (voluntary wast of houses only except) for the term of 60 years commencing at the Feast of &c. then last past, upon which Lease there was reserved 40 l. of &c. yearly payable to the said *H.* and his Heirs, whereof 6 l. yearly, the said *H.* hath released, and 40 l. of yearly Rent residue thereof from henceforth due; all the residue of the said Term now to come, shall be yearly due and payable to the said *I. B.* his Heirs and Assigns.

Discharged of Incumbrances.

And moreover, The said *H. W. Covenanteth, &c.* for himself, his heirs &c. that they the said *H. W.* and *D.* his wife before the 2d. day of *F.* now next coming, or upon any reasonable request of the said *I. B.* his Heirs or Assigns, and at the costs and charges in the Law only of the said *I. B.* or of his Heirs or Assigns, shall and will in due form of Law (for better assurance of the Premisses above bargained and sold) knowledge one or more Fine or Fines of the

To levy a Fine.

said

said Lordſhip or Mannor, with the Appurtenances of the ſaid Advowſon, and of the free fiſhing in the water of *C.* called the Mill-Water, and of all other the Premiſſes before bargained, and ſold to the ſaid *J.B.* and his Heirs, with Warranty onely againſt the ſaid *S.T.* and his Heirs, and againſt the ſaid *H.W.* and *D.* his Wife, and the Heirs of the ſaid *H.* As by the ſaid *J. B.* his Heirs or Aſſigns, or by his or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed.

Provided always, That the ſaid *H.W.* and *D.* or any one of them, or their Heirs, ſhall not be enforced to travel out of the City of *L.* or *H.* about the levying of the ſaid Fine.

And further, That the ſaid *H.W.* and *D.* his Wife, and all, and every other perſon or perſons, having, or lawfully claiming or pretending to have any manner of Eſtate, Title, or Intereſt of, in, or to the Premiſſes, or any part thereof, granted, bargained, and aliened by theſe preſents, (other then the chief Lord, or Lords of the Fee, or Fees, of whom the Premiſſes, or any part thereof, are holden for the chief Rents and Services onely, and other then ſuch perſon or perſons, as hath any Eſtate or Intereſt, by Copy of Court-Rol, of any part of the ſaid Premiſſes, by, or under the eſtate of the ſaid *H.W.* and other then ſuch perſon or perſons, as ſhall claim onely by the ſaid Leaſe, made to the ſaid *R.L.* as foreſaid) upon every reaſonable requeſt or requeſts of the ſaid *J.B.* his Heirs or Aſſigns, from time to time, and at all times, during five years next enſuing the date of theſe Preſents, at the coſts and charges in Law onely of the ſaid *J.B.* his Heirs or Aſſigns, ſhall, and will do, knowledge, ſuffer, and execute; or cauſe to be done, knowledged, ſuffered, and executed, all and every ſuch act and acts, thing and things in the Law whatſoever; which by the ſaid *J.B.* his Heirs or Aſſigns, or by his or their Councel learned in the Laws of this Realm, ſhall be lawfully or reaſonably deviſed or adviſed, for the further and more better conveying aſſuring, ſurety and ſure making of all the ſaid Mannor and Lordſhip, and all other the above bargained Premiſſes, and the Reverſion and Reverſions, Rents and Profits thereof to be had, conveyed, and made ſure to the ſaid *J. B.* his Heirs and Aſſigns for ever, without any Condition, according to the intent and true meaning, expreſſed in this preſent Indenture. *In witneſs*, &c. *To make further aſſurance.*

A Bargain and Sale by a man and his wife, of Land in London.

THis *Indenture*, &c. between Sir *T.G.* &c. Kt. and Dame *A.* his Wife, on the one party, and *N.B.* &c. on the other party; *Witneſſeth*, That the ſaid Sir *T.G.* and Dame *A.* his Wife for and in conſideration of the Sum of 1000 *l.* of &c. to him the ſaid Sir *T.* before hand paid, &c. have aliened, bargained, and ſold, and by theſe preſents do alien, bargain, and ſell unto the ſaid *N.B.*

N. B. and his Heirs for ever, all that capital Meſſuage or Manſion-houſe, with the Tenements adjoyning, with their Appurtenances in *B.* in *L.* which by the company of *M.* in *L.* were aſſured to *J. G.* Kt. deceaſed, and *J. G.* his Son, and to their Heirs, and which ſaid *J. G.* the Son, and *E.* his Wife, by their Deed indented, inrolled in the High Court of *Chancery*, and bearing date the 3. day of *J. anno 9 nunc. R. C.* amongſt other things, did bargain, ſell, give, and grant to the ſaid *T. G.* and *A. S.* Gent. now deceaſed, and to their Heirs and Aſſigns for ever. And all and ſingular Shops, Rooms, Ware-houſes, Buildings, Yards, Entries, Gates, Lights, Gardens, Profits, Commodities, Eaſements, and Hereditaments whatſoever, to the capital Meſſuage, and all other the ſaid Tenements, or to any of them belonging, or in any wiſe appertaining; or with the ſame, or any of them, as part or parcel of them, or any of them now, or late heretofore had, uſed, demiſed, or occupied; and the Reverſion or Reverſions of all and ſingular the ſaid Premiſſes, and all and ſingular Charters, Evidences, and Writings, touching or concerning the Premiſſes, or onely any part thereof. *To have and to hold* the ſaid capital Meſſuage and Tenements, and all other the Premiſſes, with their Appurtenances to the ſaid *N. B.* his Heirs and Aſſigns for ever.

Habend.

That they, or one of them, are ſeiſed in Fee, and have power to ſell.

And the ſaid *T. G.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth *covenant*, and *grant* to, and with the ſaid *N. B.* his Heirs, Executors, and Aſſigns, and every of them, by theſe preſents, in manner &c. that is to ſay, That he the ſaid *T. G.* and Dame *A.* or one of them, in their, or one of their own Right; or to their, or one of their own uſe, now are, or be, and ſtandeth lawfully ſeiſed of a good, perfect, and abſolute eſtate in the Law in Fee-ſimple, of, and in the ſaid capital Meſſuage and Tenements, and other the Premiſſes, with their Appurtenances, and have, or one of them hath good and lawful Right and Authority, to bargain, ſell, and aſſure the ſame to the ſaid *N. B.* his Heirs and Aſſigns for ever, according to the true meaning of theſe preſents. And that the ſaid capital Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, now are, and for ever hereafter ſhall be, and continue clear, and free, diſcharged and acquitted, or otherwiſe at all times ſaved harmleſs by the ſaid *T.* his Heirs, Executors, or Adminiſtrators, of, and from all and ſingular former Bargains, Sales, Grants, Eſtates, Bonds, Statutes, Intruſions, Dowers, Title of Dower, Joyntures, Rents, Arrerages of Rents, and other Charges and Incumbrances whatſoever, had, made, done, or grown; or to be had, made, done, or grown by, or from the ſaid *T. G.* or by any other perſon or perſons, under his Title, or by his means or procurement; and of, and from the Joynture and Title of Dower of *E.* the Wife of the ſaid *J. G.* and that he the ſaid *N. B.* his Heirs and Aſſigns, ſhall, and may peaceably and quietly from henceforth for ever, have, hold, and occupy the ſaid capital Meſſuage and Tenement, and all other the Premiſſes, with the Appurtenances, and take, perceive, receive, and enjoy the Rents, Iſſues, and Profits thereof, for the onely uſe of the ſaid *N.* his Heirs and Aſſigns, from henceforth for ever, without any let, trouble, eviction, recovery, or expulſion, of, or by him the ſaid *T. G.* Kt. or otherwiſe, by any other perſon or perſons, by the means, title, or procurement of him the ſaid *T.* and alſo

That the Premiſſes are diſcharged of Incumbrances.

alſo, that the ſaid *T.* and Dame *A.* and the ſaid *T.G.* on this ſide, and before the Feaſt of *All-Saints*, now next coming, at the coſts and charges in the Law, onely of the ſaid *N.B.* his Heirs or Aſſigns, ſhall, and will acknowledge one Fine, or *Sur cognizance de droit come ceo que il adde ſon dome*, &c. in due form of Law, according to the uſual courſe of Fines, unto the ſaid *N. B.* of the ſaid capital Meſſuage and Tenement, and all other the Premiſſes; and the ſame, by the ſaid Fine, ſhall remiſe, and quit-claim, from them and their Heirs, to the ſaid *N.* and his Heirs for ever, with Warranty againſt themſelves, and the Heirs of the ſaid *T.* for ever; which Fine ſo had and knowledged, ſhall be to the uſe of the ſaid *N. B.* and his Heirs and Aſſigns for ever. To acknowledg a Fine.

And moreover, The ſaid *T.G. Covenanteth*, &c. that he the ſaid *T.* and his Heirs, and the ſaid Dame *A.* his Wife at all times, during 7 years, next after the date of theſe preſents, at the reaſonable Requeſt, and coſts and charges in the Law, onely of the ſaid *N.* his Heirs or Aſſigns, ſhall, and will do, make, knowledge, and ſuffer, and cauſe to be done, made, knowledged, and ſuffered, all and ſingular act and acts, thing and things, in the Law, with Warranty onely againſt him and his Heirs; which by the ſaid *N.* his Heirs or Aſſigns; or his or their learned Councel in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further and better aſſurance, and ſure making of all and ſingular the Premiſſes, to be had and made ſure to the ſaid *N.* his Heirs and Aſſigns, for his, and their own uſe abſolutely, without any Condition whatſoever. *In Witneſs*, &c. To make further Aſſurance.

A Bargain and Sale of a Mannor or Farm, with transferring of the benefit of the Covenants made to the Vendor in his Purchaſe, and of a Recognizance for performance of the ſame Covenants.

THis *Indenture*, &c. between &c. *Witneſseth*, That the ſaid *W.* Marqueſs of *W.* for, and in conſideration of the Sum of 700 *l.* of &c. to him the ſaid *W.* Marqueſs of *W.* by the ſaid *W.D.* already paid, whereof the ſaid Marqueſs acknowledgeth himſelf ſatisfied, and thereof diſchargeth the ſaid *W. D.* hath granted, bargained, and ſold; and by theſe preſents doth fully, and clearly grant, bargain, and ſell unto the ſaid *W.D.* and *C.* all that the ſaid Mannor, Capital Meſſuage, or Farm called *W.* in the County of *M.* with all his Rights, Members, and Appurtenances, and all the Meſſuages, Toft, Cottages, Gardens, Lands, Tenements, Meadows, &c. *Grant.*

All which Mannors or Farm, and other the Premiſſes, *T. E.* of *C.* in the County of *B.* Eſq; by his *Indenture* dated &c. made between him the ſaid *T.* on the one party, and the ſaid Marqueſs on the other party, bargained and ſold unto the ſaid Marqueſs and his Heirs. And all Evidences, Deeds, Charters, Eſcripts, Mynuments, and Writings, which do concern onely the Premiſſes, or onely any part thereof. And the true Copies of all others, which the ſaid Marqueſs hath concerning the Premiſſes, and other Tenements and Hereditaments,

ments, to be written out at the costs and charges of the said *W. D.* his Heirs, Executors, or Administrators, as many of the same Deeds, Escripts, and Writings, as now be in the hands, possession and custody of the said Marquess, or of any other person or persons to his use, by his delivery, and that he without Suit in Law may lawfully come by.

The said Marquess for him, his Heirs, Executors, and Administrators, doth *covenant*, and grant by these presents, to and with the said *W. D.* his Heirs, Executors, and Administrators, to deliver, or cause to be delivered to the said *W. D.* his Heirs, Executors, Administrators, or Assigns, on this side, or before the Feast of *P.* next coming, after the date hereof: *To have and to hold* the said Manor, Capital Messuage, or Farm, and all other the Premisses, with their Appurtenances, unto the said *W. D.* and *C.* and to the Heirs and Assigns of the said *W. D.* and to the onely and proper use and behoof of the said *W. D.* and *C.* and of the Heirs and Assigns of the said *W. D.* for ever.

Habend.

And the said *W.* Marquess of *W.* for him, his Heirs, Executors, and Administrators, *doth covenant*, and grant by these presents, to and with the said *W. D.* his Heirs, Executors, and Administrators, that he the said Marquess, at the time of the delivery of these presents, is the sole, just, and rightful Owner in Fee-simple, without condition of all and singular the Premisses: And that he hath full power, and lawful authority, to give, grant, bargain, and sell the Premisses, and every parcel thereof, unto the said *W. D.* and *C.* and to the Heirs and Assigns of the said *W. D.* in manner and form aforesaid.

For discharging of Incumbrances, and quiet enjoyment.

And that he the said Marquess, his Heirs, Executors, or Administrators, shall and will at all times hereafter, and from time to time acquit, discharge, or save harmless, as well the said Manor, Capital Messuage, Lands, Tenements, Hereditaments, and all other the Premisses whatsoever, with all and singular their Appurtenances, and every part and parcel thereof; as also the said *W. D.* and *C.* and the Heirs, Executors, and Administrators of the said *W. D.* of, and from all manner of former Bargains, Sales, Promises, Joynures, Dowers, Estates, Tail, Legacies, Conditions, Rights, Rent-Seck, Rent-charge, Recognizances, Statutes-Merchant, Statutes of the Staple, Forfeitures, Intrusions, and all other Titles, Charges, and Incumbrances whatsoever had, knowledged, done, caused, or made by the said Marquess, or by his assent, consent, or procurement, at any time or times, the Rents and Services thereof, from henceforth to be due to the chief Lord or Lords of the Fee or Fees of the Premisses, onely except and fore-prised.

For further Assurance.

And that he the said *W. D.* and *C.* and the Heirs of the said *W.* shall, and may peaceably and quietly *have, hold occupy*, and *enjoy* the Premisses, and every parcel thereof, without any lawful Suit, Eviction, Devesting, or Disturbance of the said Marquess, or any of his Heirs, or of any other, claiming by, from, or under him.

And that he the said Marquess and his Heirs, shall, and will do, and suffer to be done at all times hereafter, within the space of 3 years next ensuing, at the costs and charges in the Law of the said *W. D.* and *C.* or one of them, or of

of the Heirs, Executors, or Adminiſtrators of the ſaid *W.D.* all and every act and acts, thing and things, as ſhall be reaſonably deviſed or adviſed by the ſaid *W.D.* and *C.* and either of them, or of the Heirs, Executors or Adminiſtrators of the ſaid *W.D.* or their learned Councel in the Law of any of them, for the further aſſurance and ſure making of the Premiſſes, and every parcell thereof, unto the ſaid *W.D.* and *C.* and to the Heirs and Aſſigns of the ſaid *W.* be it by Fine or Feoffment, Recovery, Inrollment, of theſe preſents, or otherwiſe with warranty only againſt the ſaid Lord Marqueſs and his Heirs, ſo as the ſaid Marqueſs and his Heirs ſhall not be driven and compelled, for making of any ſuch aſſurance to travel out of his or their houſe or houſes.

For ſuing upon breach of Covenants made to the Orantor.

And further, the ſaid Marqueſs *covenanteth*, &c. That he the ſaid *W.D.* his Executors and Adminiſtrators, ſhall and may at all times hereafter, at his and their coſts and charges, for and in the name of the ſaid Marqueſs, his Executors or Adminiſtrators, attempt, commence, proſecute and ſue all and all manner of lawful Actions and Suits whatſoever, againſt the ſaid *T. E.* his Heirs, Executors or Adminiſtrators, for or by reaſon of any Covenant, Article, or Agreement, ſpecified or contained in the ſaid Indenture, bearing date the ſaid &c. which ought to be obſerved, performed, fulfilled, and kept, on the part and behalf of the ſaid *T.* his Heirs, Executors, or Adminiſtrators, and which heretofore hath been, or hereafter ſhall be broken or not obſerved or performed by the ſaid *T.* his Heirs, Executors, or Adminiſtrators. *And alſo*, one Writ or divers Writs of *Scire facias*, and all other Actions & Suits whatſoever, which may or ſhall be lawfully attempted, commenced, proſecuted, or ſued againſt the ſaid *T.E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or their Goods and Chattels, Lands and Tenements, for or by reaſon of one Recognizance, bearing date the &c. knowledged by the ſaid *T. E.* before our ſaid Soveraign Lord the King, in his High Court of Chancery, wherein the ſaid *T.* ſtandeth bound to the ſaid Marqueſs in the Sum of 2000 l. of &c. which Recognizance was made for the performance of the Covenants ſpecified and contained in the ſaid Indenture, which on the part and behalf of the ſaid *T.* his Heirs, Executors, or Adminiſtrators, ought to be obſerved or kept.

To juſtifie Actions, &c.

And, That he the ſaid Marqueſs, his Heirs, Executors and Adminiſtrators, ſhall and will at all times, now, juſtifie, and maintain all ſuch lawful Actions, Suits, and Executions. *And*, that he heretofore hath not done, cauſed, or ſuffered to be done, any thing, whereby the ſaid Covenants and Agreements contained in the ſaid former Indenture, or any of them, or the ſaid Recognizance, or the ſaid Sum of 2000 l. contained in the ſame, were or ſhall be releaſed, defeated, extinguiſhed, hindered, or determined. *And*, that he the ſaid Marqueſs, his Heirs, Executors or Adminiſtrators, ſhall not willingly and wittingly be nonſuit in any of the ſaid Actions or Suits, or diſcontinue the ſame, or other thing do, cauſe, or ſuffer to be done, for or touching the abatement, bar, hurt, hinderance, or impairing of the ſaid Actions, Suits, or Executions, without the aſſent of the ſaid *W.D.* his Executors or Adminiſtrators thereunto firſt had and obtained.

And, that he the ſaid Marqueſs, his Heirs, Executors and Adminiſtrators, ſhall and will at all times hereafter permit and ſuffer the ſaid *W. D.* his Executors and Adminiſtrators, to levy, perceive, take, have, and enjoy to his and their own uſe and uſes, the Sums of money, coſts, damages, and benefit whatſoever, by ſuch Actions, Suits, and Executions, or any of them, as ſhall or may be recovered, had, obtained, or gotten: *And* ſhall do all ſuch acts and things, for the aſſurance of the ſame to the ſaid *W. D.* his Executors or Adminiſtrators, as by him, his Executors or Adminiſtrators, or his or their learned Councel in the Law, ſhall be reaſonably deviſed, or adviſed, and required ſo to be done. *In witneſs, &c.*

A Bargain and Sale by a man and his wife, of a houſe in London, *with Covenants to transfer the benefit of Bonds, and Covenants made to the Vendor at his Purchaſe.*

THis Indenture made, &c. between *G. M.* and *A.* his wife, *T. M.* Son and Heir apparant of the ſaid G, and *R. M.* ſecond Son of the ſaid *G*, on the one part, and *R. C.* on the other part, *Witneſſeth*, That the ſaid *G.* and *A.* his wife, *T. M.* and *R. M.* for and in conſideration of the Sum of &c. to the ſaid *G.* well and truly paid by the ſaid *R. C.* before the enſealing of theſe preſents, whereof and wherewith the ſaid *G.* and *A. T. M.* and *R. M.* do acknowledg themſelves ſatisfied, contented and paid, and thereof and of every part thereof, do acquit and diſcharge the ſaid *R. C.* his Heirs, Executors, &c. by theſe preſents, hath given, granted, bargained, and ſold; and by theſe preſents doth give, grant, bargain, and ſell to the ſaid *R. C.* his Heirs and Aſſigns for ever, all that Capital Meſſuage, or Tenement, with the Appurtenances; And alſo all and ſingular Shops called Cellars, Sollers, Ware-houſes, Yards, Rooms, Commodities, Eaſements, and Hereditaments, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining; and the Reverſion and Reverſions of all and ſingular the Premiſſes: Which ſaid Meſſuage and Tenement, and other the Premiſſes, with the Appurtenances, our late Soveraign Lord *Edward* the 6th late King of *England*, by his Letters Patents, dated at *L.* the 10. day of *N.* in the ſecond year of his late Raign, amongſt other things, did give and grant to *W. G.* and to their Heirs for ever. And the ſaid *W. G.* and *W. H.* the ſame alſo amongſt other things by their Deed, &c. in the ſaid ſecond year of the ſaid late Raign of the ſaid late King *Edward* the 6th, did give and grant to *T. B. &c.* and his Heirs for ever. And ſithence as well the ſaid *T. B.* as alſo one *J. N. &c.* have ſeverally conveyed and aſſured the Meſſuage or Tenement, and all other the Premiſſes to the ſaid *G. W.* and to his Heirs and Aſſigns for ever: As by their ſeveral conveyances thereof made to the ſaid *G.* and his Heirs, will plainly appear.

Grant.

And, all the Eſtate, Right, Title, Intereſt, Reverſion, and Demand whatſoever, which the ſaid *G. A. T.* and *R. M.* have, or any of them hath, ſhall or may have, of, in, or to the ſaid Meſſuage or Tenement, and other the Premiſſes

misses, with their Appurtenances, or of, in, or to any part or parcell thereof: And all and singular Deeds, Charters, Evidences, and Writings concerning the same Messuage or Tenement, and other the Premisses, or any part thereof: *To have, hold, and enjoy*, all and singular the said Messuage and Tenement, with the appurtenances, and all and every other the Premisses, with their appurtenances, and the Reversion and Reversions thereof to the said *R.C.* his Heirs and Assigns for ever, to and for the only use and behoof of the said *R.C.* and of his Heirs and Assigns for ever. *Habend.*

And, the said *G.W. T.W.* and *R.W.* for themselves and every of them, and for their Heirs, Executors, and Administrators, and every of them, do covenant and grant, to and with the said *R.C.* his Heirs, Executors, Administrators and Assigns, and every of them by these presents, in so m,&c. That is to say, That he the said *G.W.* and *A.* now his wife, are and do stand lawfully seised of the said Messuage, and all other the Premisses, that is to wit, the said *G.* in his Demesne as of Fee, and the said *A.* in her Demesne as of Freehold, for term of her life: *And*, That he the said *G.* and *A.* his wife, and *T.M.* and *R. M.* or some of them, now be the very true and only lawful and rightfull Owners of the said Messuage and Tenement and all other the Premisses, with their appurtenances: And have good right and lawful power and authority, to give, grant, bargain, sell, and assure by these presents, the same and every part thereof to the said *R.C.* his Heirs and Assigns for ever. *Seised,&c.* *Power to sell.*

And also, That the said Messuage and all other the Premisses, with their appurtenances, and the Reversion and Reversions thereof, now are and hereafter shall be and continue to the said *R.C.* his Heirs and Assigns, clearly discharged and acquitted, or by the said *G.T.* and *R.* their Heirs, Executors, or Administrators, from time to time and at all times, sufficiently keep harmless, of and from all and singular former Grants, Bargains, Sales, Leases, Titles, Estates, and Incumbrances, had, made, knowledged, done, caused or procured by the said *G.T.* and *R.* or any of them, or any other lawfully claiming by or from them, or any of them (the chief Rents and Services thereof, from henceforth to grow due to the chief Lords of the Fee, in respect of their Seigniory, only except and fore-prised). *Discharged of incumbrances.*

And further, The said *G.T.* and *R.* do covenant &c. That he the said *R.C.* his Heirs and Assigns, shall and may peaceably and quietly from henceforth for ever, hold, possess, and enjoy the said Messuage and Tenement, and all other the Premisses, with their appurtenances, to and for the only use and behoof of the said *R.C.* and of his Heirs and Assigns for ever, without any let, interruption, molestation, resistance or eviction of the said *G.T.* and *R.* or any of them, or the Heirs of any of them, or of any other person or persons, which have or shall have, or lawfully shall claim to have, any Estate, Right, Title, or Interest, of, in, or to the said Messuage and Tenement, and other the Premisses, or any part thereof, by, from, or under the Estate, Title, or Interest of the said *G.T.* and *R.* or by, from, or under the Estate, Title, or Interest of any of them.

And moreover, That the said *G.* and *A.* now his Wife, and the said *T.* and *R.M.* and their Heirs, and all and every other person and persons now having, *For further assurance.*

or which hereafter ſhall have, or lawfully claim to have, any former Eſtate, Right, Title, or Intereſt, of, in, or to the ſaid Meſſuage and Tenement, with the appurtenances, or any other the Premiſſes, or any part thereof, by, from, or under the Eſtate of the ſaid *G.* upon every reaſonable requeſt, from time to time and all times, during 3. years next enſuing, from the day of the date of theſe preſents, at the coſts and charges of the Law only of the ſaid *R.C.* ſhall and will do, make, knowledg, ſuffer, and execute all and every ſuch lawful and reaſonable act and acts, thing and things, with warranty only againſt themſelves and their Heirs, and all other, claiming by or from them or any of them, which the ſaid *R C.* his Heirs or Aſſigns, or his or their learned Councel, ſhall reaſonably and lawfully deviſe or adviſe and require, for the further and better conveyance, ſurety, aſſurance, and ſure making of the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their appurtenances, to be had, conveyed, and made ſure to the ſaid *R.G.* his Heirs and Aſſigns for ever, abſolutely in Fee-ſimple, for the only uſe of the ſaid *R.C.* and of his Heirs and Aſſigns for ever.

And, The ſaid *G.T. Covenanteth*, &c. That he the ſaid *R.C.* his Heirs, Executors, and Adminiſtrators, at their own coſts and charges, ſhall and may lawfully have, uſe, and proſecute in the name and names of the ſaid *G.* and of his Executors and Adminiſtrators, all and ſingular Suits, Actions, Remedies, and Recoveries againſt the ſaid *T.B.* and *L.N.* their Heirs, Executors, and Adminiſtrators, and the Heirs, Executors, and Adminiſtrators of every of them, from time to time and at all times, which can or may be taken, commenced, or proſecuted upon any Covenant or Bond made to the ſaid *G.W.* by the ſaid *T.B.* and one *J.B.* and by the ſaid *J. N.* or by any or either of them, in any wiſe touching or concerning any other Bargain or Conveyance of the Premiſſes, or any part thereof.

And further, That the ſaid *G.* his Executors and Adminiſtrators, ſhall and will allow, avow, and juſtifie, all and every Action and Actions, Suits, Plaints, and Recoveries whatſoever, upon any the ſaid Covenants, Bargains, Conveyances, or Bonds aforeſaid, or any of them, which by the ſaid *R.* his Heirs, Executors, or Adminiſtrators, at their own proper coſts and charges, in the name or names of the ſaid *G.* or his Executors or Adminiſtrators, ſhall be had, ſued, commenced, or proſecuted.

And alſo, That he the ſaid *G.* heretofore hath not, nor he the ſame *G.* his Executors or Adminiſtrators, or any of them, without the ſpecial requeſt and conſent of the ſaid *R.C.* his Heirs, Executors, or Adminiſtrators, ſhall not, or at any time hereafter diſcharge any of the ſaid Bonds, Covenants, Bargains, Grants, or Conveyances; nor ſhall releaſe, diſcharge, withdraw, diſavow, hinder any Action, Suit, Recovery, or Execution whatſoever, to be commenced, ſued, or had upon any of the ſaid Covenants, Bonds, Bargains, Grants, or Conveyances; neither ſhall wilfully commit, do, or knowledg any act or acts, thing or things whatſoever, which might hinder, prejudice, or abate any of the ſaid Actions, Suits, Recoveries, or Executions in any wiſe, without ſuch ſpecial conſent and requeſt as aforeſaid.

And moreover, That he the ſaid *R. C.* his Executors and Adminiſtrators, ſhall

shall or lawfully may have, take, and enjoy, to the only use and profit of the said *R.* and of his Heirs, Executors, and Administrators, all the benefits, advantages, and commodities of all and every the said Actions and Suits, and of the Executions thereof, without any let, impediment, denial, or resistance of the said *G.* his Heirs, Executors, or Administrators, and without any account therefore, or for any part thereof, to the said *G.* his Executors or Administrators, to be made or given. *In witness*, &c.

A Bargain and Sale, by a Company, of Land in London; *where the Grantee chargeth back the* Land, *with an Annuity to the Company for ever.*

THis *Indenture*, &c. between the Wardens or Keepers and Fellowship of the Mystery of *F.* of the City of *L.* on the one party, and *A.R.* &c. of *B.* on the other party, *Witnesseth*, That the said Wardens &c. have given, granted, bargained, and sold, and by these presents do &c. to the said *A R.* and his Heirs for ever, all that their Messuage or Tenement, with the Appurtenances, scituate, lying, and being in the Parish of &c. in *L.* aforesaid, now or lately being in the Tenure or Occupation of the said *A. R.* and now commonly called and known by the name and sign of the *S.* And also all and singular Shops, Cellars, Sollers, Chambers, Buildings, Yards, Lights, Rooms, Waies, void Grounds, Commodities, Easements, and Hereditaments, whatsoever they be, with all and singular their Appurtenances, to the said Messuage or Tenement belonging or appertaining, or as any part or parcell of the same, now or lately, or at any time heretofore, demised, letten to Farm, had, used, or occupied with the same. And the Reversion and Reversions of the said Messuage or Tenement, and of all other the Premisses, with all and singular their Appurtenances, and all the Right, Title, Interest, and Estate whatsoever, which the said Wardens or Keepers and Fellowship of the Mystery of *B.* of the City of *L.* and their Successors, have, can, or may have, of, in, or to the said Messuage or Tenement, and all other the Premisses, with their Appurtenances, and every or any part or parcel thereof, by any way or means whatsoever. And all & singular Deeds, Evidences, Charters, and Writings, wch the said Wardens or Keepers, or any of their said Fellowship, or any other, to their use, have, or can, or may lawfully get or come by without Suit in the Law: *To have, hold, and enjoy*, all the said Messuage and Tenement, and all and every other the Premisses, with their Appurtenances, and the Reversion and Reversions thereof, and all the said Estate, Right, Title, and Interest of the said Wardens or Keepers, and Fellowship of the Mystery of the *B.* of the City of *L.* and of their Successors, of, in, and to the same, and every or any part or parcel thereof to the said *A.R.* his Heirs and Assigns for ever, to the only use of &c. *Habend.*

And, The said Wardens or Keepers and Fellowship of the Mystery of the *B.* of the City of *L.* for them and their Successors, do *covenant* and *grant* to Covenant to discharge of Incumbrances.

and with the ſaid *A.R.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, in form &c. That they the ſaid Wardens or Keepers and Fellowſhip of the ſaid Myſtery, and their Succeſſors, ſhall and will at all times, and from time to time hereafter, acquit, diſcharge, or otherwiſe ſave and keep harmleſs, as well the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their appurtenances, and the Reverſion and Reverſions thereof; as alſo the ſaid *A.R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Annuities, Rents, Charges, arrearages of Rents, and alſo of and from all former Eſtates, Uſes, Intereſts, Charges, and Incumbrances, had, made, given, granted, pretended, challenged, claimed, demanded or charged; or to be had, made, &c. by the ſaid Wardens or Keepers and Fellowſhip aforeſaid, or their Succeſſors, or by any other perſon or perſons whatſoever; all Leaſes and Eſtates for term of years heretofore made of the Premiſſes to the ſaid *A.R.* and his Aſſigns, and the chief Rent to be thereof due and payable to the chief Lord or Lords of the Fee, only except and fore-priſed.

To make further Aſſurance.

And further, That they the ſaid Wardens, &c. and their Succeſſors, at and upon every reaſonable requeſt to them the ſaid Wardens for the time being, to be made by the ſaid *A. R.* his Heirs and Aſſigns, and at the coſts and charges in the Law, only of the ſaid *A.R.* his Heirs, Executors or Aſſigns, ſhall and will make, do, knowledg, ſuffer, and cauſe, &c. all and every ſuch further aſſurance and aſſurances; and do all, and every ſuch lawful act and acts, thing and things in the Law whatſoever, which during the term of 7. years next enſuing the date of theſe preſents by the ſaid *A. R.* his Heirs or Aſſigns, or by his or their Councel learned in the Laws of this Realm from time to time ſhall be reaſonably and lawfully deviſed or adviſed for the further or better conveyance; aſſurance, ſurety and ſure making of all the ſaid Meſſuage and Tenement, and all other the Premiſſes, with their Appurtenances, and of every part and parcel thereof, and of the Reverſion and Reverſions thereof to be had, conveyed & ſure made to the ſaid *A.R.* his Heirs and Aſſigns, to his and their own uſe for ever, without any manner of condition with warranty only of the ſaid Wardens or Keepers and Fellowſhip, only againſt them and their Succeſſors. And it is agreed between the ſaid parties to theſe preſents, That all Fines and Recoveries, and other Conveyances and Aſſurances whatſoever of the Premiſſes, or any part thereof to be had, made, knowledged or ſuffered by the ſaid Wardens or Keepers and Fellowſhip and their Succeſſors, to the ſaid *A.R.* his Heirs and Aſſigns, ſhall be to the only uſe and behoof of the ſame *A.* and of his Heirs and Aſſigns for ever, and to none other uſe or uſes, intent and purpoſe whatſoever.

And alſo, Whereas in the 12th year of K. *C.* 2. *S.H.* made and declared his laſt Will and Teſtament of the ſaid Capital Meſſuage, with the Appurtenances, and of the ſaid Tenement thereunto belonging or appertaining; and by the ſaid Teſtament, after divers limitations, deviſed the ſaid Meſſuage and Tenement unto the ſaid Wardens, Keepers and Fellowſhip of the Myſtery of *B.* by the name of the Wardens and Fellowſhip of the Craft of *B.* and bro-

ther

ther of &c. in the City of *L.* upon divers and sundry conditions, and to divers intents and purposes, as by the said last Will and Testament more plainly may appear; The said Wardens, &c. do Covenant, &c. that they and their Successors shall clearly and freely acquit, exonerate, discharge and save harmless the said capital Messuage with the Appurtenances, and the said Tenement thereunto adjoyning for ever, of and from all manner of Conditions, Limitations, Uses and Intents, and of and from all manner of Scruples, Doubts, Ambiguities, Articles, Clauses, Sentences, Legacies or Bequests, to and with every thing and things contained, mentioned, expressed, bequeathed or otherwise mentioned within the said Will and Testament. And in consideration of the said Grant, Bargain, Sale, Covenants and Agreements above-said made and granted by the said Wardens, &c. and on their party truly to be performed and fulfilled towards the said *A.R.* his Heirs and Assigns, in manner and form aforesaid. The said *A.R.* before the date hereof, hath contented and paid to the said Wardens, &c. the sum of 40 Marks of &c. whereof, and wherewith the said Wardens, &c. knowledg themselves to be truly satisfied and paid.

Grant of a Rent.

And further, The said *A.* by these presents doth Give and Grant to the said Wardens, &c. and their Successors for ever, one yearly Rent of 12 l. 6 s. 8 d. of &c. to be issuing and going out of the said Messuage and Tenement, with the Appurtenances, and all and every other the Premisses with their appurtenances, *To have, hold*, perceive, receive and take, the said annual Rent to the said &c. and their Successors for ever, yearly to be paid at the Feasts of &c. or within &c. next after every of the same Feast dayes by even portions; the first payment thereof to begin and to be made at the Feast &c. or within &c. And if it shall happen the said annual Rent of &c. or any part thereof to be behind and unpaid by the space of &c. after any of the Feast-dayes wherein it ought to be paid as aforesaid, That then and so often it shall and may be lawful to and for the said Wardens, &c. into the said Messuage and Tenement, and all other the premisses with their appurtenances, to enter and distrain; and all and every the distress and distresses there to be found, lawfully and quietly to take, bear, and carry away, and with them to hold, retain and keep untill they or their Assigns, or some of them shall be fully paid and satisfied, of and for the said Annuity and all arrearages thereof if any be.

Habend.

A Clause of Distress.

Provided always, That the said Wardens &c. shall not at any time charge the person or persons of the said *A. R.* his Heirs and Assigns, to, or with, the said yearly Rent of, &c. This present Gift or Grant notwithstanding.

Proviso, not to charge the person.

And, the said *A.R. Covenanteth, &c.* That he the said *A.* his Heirs and Assigns, at all times from henceforth plainly and uprightly without any fraudulent or covenous practice or confederacy to be made with any other person or persons according to his and their lawful Estate, Right and Title, and as by course of the Laws of this Realm they may do, and by their Councel learned in the same Laws, shall be advised to be done, shall and will maintain and defend all claims, titles, challenges, and demands whatsoever,

which shall be hereafter made to the premisses, or any part thereof, and that as often as any such claim, title, challenge or demand, shall be so made to the knowledg of the said *A.* his Heirs or Assigns, that then and so often, he or they shall thereof give or leave notice and knowledg to the said Wardens, &c. or their Successors, at their Common-Hall scituate in *G.* Lane in *L.* and upon reasonable request shall suffer and agree, that the Councel learned in the said Laws of the said Wardens, &c. shall and may have conference with the Councel of the said *A.* and of his Heirs and Assigns, for and concerning the defence of all the said claims, challenges and demands, and shall and will condiscend and agree to such pleading and defence therein to be made, as upon such conference between their Counsellors, by the same Counsellors shall be resolved to be most meet and convenient for the defence of such title and claim, as shall chance or fortune hereafter at any time or times so to be made. *In witness, &c.*

A Bargain and Sale of the Moyety of a Mannor, and of an Advowson.

THis *Indenture*, &c. between *A.C.* &c. *T.H.* &c. and *A. H.* of, &c. on the one party; and *J. L.* &c. on the other party, *Witnesseth*, That whereas one *N.S.* Son to *E.* of late of &c. Son and Heir of *J.S.* &c. by sufficient Conveyance and Assurance in the Law, was lawfully seised of an estate of Inheritance of and in all the Moyety and half-Deal, of the Mannor of *W.* with the Appurtenances, and of the Moyety of 10 Messuages, 4. Tofts, one Water-Mill, 10 Gardens, 400 Acres of Land, 200 Acres of Meadow, 400 Acres of Pasture, 30 Acres of Wood, and 40 s. of yearly Rent and appurtenances in *W.* and of the Moyety of the Advowson of the Church of *W.* and of divers other Lands and Tenements to the said Moyety of the said Mannor of *W.* belonging, and so being thereof seised, and to the intent to convey the absolute Fee-simple & Inheritance unto the said *A.C.* and his Heirs of the one Moyety of the said Premisses and Mannors by his Deed Indented, dated &c. did bargain and sell unto *E.R.* and *J. H.* Esquires, and to their heirs, all that the said Moiety and half-Deal of the said Mannor of *W.* with the appurtenances in the said County of *O.* together with the Moiety and half deal of the Water-Mill in *W.* aforesaid, and Moiety of the Advowson and Right of Patronage of the Rectory and Parish-Church of *W.* aforesaid, and all Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, and Trees, and the soyl and ground of the Commons, Wast-grounds, Heaths, Rents, Reversions, Services, Liberties, Franchises, Privileges, Profits, Commodities and advantages whatsoever to the said Moiety and hal-Deal of the said Mannors, and other the Premisses belonging or appertaining, or part or parcell, or member thereof being, and also all other his Messuages, Lands, Tenements and Hereditaments, with the appurtenances in *W.* aforesaid, or elsewhere in the said County of *O.* and after levied a

Fine,

Fine, and ſuffered a Recovery thereof in form of Law; which Fine and Recovery, as is expreſſed in the ſaid Deed Indented were had, levyed, and executed, to, and for the uſe of the ſaid *A.C.* and his Heirs, as by the ſame Deed appeareth. And whereas afterwards the ſaid *A.C.* and *J.* his wife, *W.C.* and *M.* his wife, *B.P.* and *E.* his wife; which ſaid *M.C.* and *E.P.* were the daughters and onely next heirs of *J.S.* which was the eldeſt Son of the ſaid *E.S.* by their Deed indented, bearing date the &c. did bargain and ſell to the ſaid *A.H.* and his Heirs, all the ſaid Moiety of the ſaid Mannors of *W.* with the Appurtenances, and 200 Acres of Land, 50 Acres of Meadow, &c. and all and ſingular Lands, Tenements, and Hereditaments, and every part and parcel thereof, in the Pariſhes aforeſaid, late the Inheritance of the ſaid *E.S.* and after that the ſame *A.C.* and *J.* *W.C.* and *M.B.P.* and *E.* his wife, did levy a Fine of all the ſaid moiety of the ſaid Premiſſes, to the uſe of the ſaid *A.H.* and of his Heirs for ever, as further by the ſaid Fine and former Conveyances, and the circumſtances thereof, doth and may appear.

Now, The ſaid *A.T.C.H.* and *A.H.* for a certain Sum &c. whereof &c. have bargained and ſold, and by theſe preſents, do grant, alien, bargain, ſell, releaſe, and confirm unto the ſaid *J.L.* his Heirs and Aſſigns for ever, all the ſaid moiety of the ſaid Mannor of *W.* &c. And alſo all other the Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances in *W.* aforeſaid, or elſewhere in the ſaid County of *B.* which late were of the ſaid *E.S.* except 20 Acres of Land in *T.* of which the ſaid *A.C.* lately heretofore hath bargained and ſold unto one *A.B.* and his Heirs, together with all Deeds, Charters, Evidences, and Writings, concerning the Premiſſes, or any part thereof; *To have and to hold* all the ſaid moiety of the ſaid Mannor of *W.* and all and every other the Premiſſes, with their Appurtenances, (except onely before excepted) to the ſaid *J.L.* his Heirs and Aſſigns for ever, to, and for the onely uſe and behoof of the ſame *J.L.* his Heirs and Aſſigns for ever.

And, The ſaid *T.H.* and *A.H.* for themſelves &c. covenant &c. with the ſaid *J.L.* That the ſaid moiety of the ſaid Mannor, and all other the Premiſſes, with their Appurtenances (except before excepted) now be, and for ever hereafter ſhall abide, continue, and be, to the ſaid *J.L.* his Heirs and Aſſigns, clear and free diſcharged and acquitted; or otherwiſe by the ſaid *T.* and *A.* their Heirs, Executors, or Adminiſtrators, ſaved harmleſs, from time to time, and at all times, of and from all and ſingular former Bargains, Sales, Gifts, Grants, Leaſes, Joyntures, Dowers, Fees, Annuities, Rents, Arrerages of Rents, Eſtates, Titles, Charges, Demands, and Incumbrances whatſoever, before the enſealing and delivery of theſe preſents, had, made, done, procured, or agreed unto, by the ſaid *T.* and *A.* or either of them, the chief Rents and Services from henceforth, to be due to the chief Lords of the Fee, and all ſuch Bargains and Conveyances, as the ſaid *A.* heretofore hath made to the ſaid *A.C.* and his Heirs onely (except and fore-priſed.)

Diſcharged of Incumbrances.

Provided always, That theſe Indentures, or any Article or Covenant, contained in the ſame, ſhall not extend to charge the ſaid *T.* and *A.H.* or either of them, or the Heirs, Executors, or Adminiſtrators, of either of them, otherwiſe, or further, then onely for ſuch Acts, Incumbrances, and charges, as are already

already done, executed, or agreed upon by the ſaid *T.* and *A.* or either of them, which ſhall or may incumber, charge, or impeach the Premiſſes, or any part thereof, contrary to the intent and true meaning of theſe preſents.

Seiſed in Fee. *And*, The ſaid *A.C.* covenanteth &c. in form &c. That he the ſaid *A.C.* and the ſaid *T.H.* and *A.H.* or ſome of them, at the enſealing and delivery of theſe preſents, are, or be the rightful, true, and perfect Owner or Owners of the ſaid moiety of the ſaid Mannor of *W.* and other the ſaid bargained Premiſſes, with the Appurtenances (except before excepted.) And that they, or ſome of them, now are, and do ſtand thereof, and of every part thereof, now at the enſealing and delivery of theſe preſents, lawfully ſeized in his or their Demeſne as of Fee, to the onely uſe of him or themſelves, and of his or their, or ſome of their Heirs, without any condition or limitation of uſe or uſes; And that they, or ſome of them, have, or hath good rightful power, and lawful authority, to give, grant, bargain, ſell, and aſſign the ſaid moiety of the ſaid Mannor, and all other the Premiſſes, with their Appurtenances (except before excepted) to the ſaid *J.L.* his Heirs and Aſſigns, in manner and form aforeſaid. And that the ſaid moiety of the ſaid Mannor, and all other the ſaid above bargained Premiſſes, with their Appurtenances (except before excepted) now be, and for ever hereafter ſhall abide, continue, and be unto the

Diſcharged of Incumbrances. ſaid *J.L.* his Heirs and Aſſigns, freely and clearly diſcharged and acquitted, or otherwiſe by the ſaid *I.C.* his Heirs or Executors, ſaved harmleſs, from time to time, and at all times, of, and from all and ſingular former Bargains, &c. and Incumbrances whatſoever heretofore had, made, done, or executed by the ſaid *A.C. A.H. E.S.* and *N.S.* or any of them, or any the Anceſtors of the ſaid *E.* or *N.* or by any other perſon or perſons, which had, or have any former Eſtate in the Premiſſes, or any part thereof, by or under the Eſtate of the ſaid *A.C. A.H. E.S.* and *N.S.* or any of them, or any the Anceſtors of the ſaid *N.* or *E.* (the chief Rents, &c. and one Leaſe made by word to one *R.B.* of &c. to endure for the term of &c. now to come, by and under the payment of the yearly Rent of &c. and one other Leaſe &c. to one *R. L.* &c. and ſuch intereſt of Common and other benefits, as the Lords and Tenants of the Mannor of *S.W.* can lawfully claim in a piece of ground called *R.* parcel of the above bargained Premiſſes, onely except and fore-priſed.

For further Aſſurance. *And further*, That he the ſaid *A.C.* and *I.* now his wife, and the ſaid *W.C.* and *M.* his wife, and *B.P.* and *E.* his wife, and the ſaid *R. L.* and *M.* his wife (ſaving onely to the ſaid *R.* the Leaſe for years above excepted) and all and every other perſon and perſons, having or lawfully claiming to have any former Eſtate, Right, Title, Demand, or Intereſt, of, in, out, or to the ſaid moiety &c. and all other the above-bargained Premiſſes, or any part thereof, by, or under the Eſtate of the ſaid *E.S.* except the chief Lords aforeſaid, and the ſaid Leſſees, and their Aſſigns, and the ſaid Lords and Tenants of the ſaid Mannor of *S.W.* claiming onely their ſeveral Right and Eſtate above excepted, during the ſpace of 3 years now next coming, from time to time, and at all times, upon reaſonable requeſt, and at the coſts and charges in the Law onely of the ſaid *J.L.* his Heirs, Executors, or Aſſigns, ſhall and will do, knowledge and ſuffer, and cauſe to be done &c. all and every ſuch lawful and reaſonable

ſomble act and acts, thing and things, deviſe and deviſes in the Law, for the further and better aſſurance, ſurety, and ſure making of all the moiety of the ſaid Mannor of *W.* with the Appurtenances, and of the other above-bargained Premiſſes, with their Appurtenances, to be had and made ſure to the ſaid *I.L.* his Heirs and Aſſigns, to and for the onely uſe, &c. as by the ſaid *I.L.* his Heirs or Aſſigns, or his or their learned Councel (with Warranty onely againſt the ſaid *A.C.* and the other perſons aforeſaid, which ſhall happen to be parties to ſuch further aſſurance ſeverally againſt themſelves and their Heirs) ſhall be reaſonably adviſed or deviſed. *In witneſs &c.*

A Sale by Executors of Land belonging to their Teſtator.

THis *Indenture* &c. between *R.S.* &c. *I.P.* &c. and *A.* &c. his wife, and *T.H.* Executors of the laſt Will and Teſtament of *E.C.* late &c. on the one part, and *I.H.* &c. on the other part, *Witneſſeth*, That the ſaid *R.S. I.P. A.* his wife, and *T. H.* according to the tenor and true meaning of the ſaid laſt Will and Teſtament of the ſaid *E.C.* which late was the wife of *T.C.* &c. and by force and virtue of the ſame laſt Will and Teſtament, for, and in conſideration of the ſum of 170 *l.* of &c. to &c. whereof &c. have bargained, ſold, and granted, and by theſe preſents do fully and clearly bargain, ſell, and grant unto the ſaid *I.H.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement, with the Appurtenances, ſet, lying, and being, &c. And alſo all and ſingular Shops, Sellers, Yards, Commodities, Eaſements, and Appurtenances, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining, or as part or parcel thereof, had, uſed, reputed, or occupyed: And all and every the Deeds, Evidences, Writings, and Mynuments, concerning onely the Premiſſes, or onely any part or parcel thereof. All which ſaid Deeds, Evidences, &c. aforeſaid, together with the true Copies of all other Deeds, Evidences, Wills, Writings, and Mynuments, which do concern the ſaid Tenement, or as many of them, as they the ſaid *R.I.A.* and *T.* or any of them, have or hath, which they, or any of them, may lawfully come by, without Suit in the Law, the ſaid *R.I.A.* & *T.* for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, do covenant and grant, and every of them covenanteth and granteth to and with the ſaid *I.H.* &c. well and truly to deliver, or cauſe to be delivered unto the ſaid *I.H.* his Heirs or Aſſigns, at or before &c. next &c. *To have, hold, and enjoy*, all the ſaid Meſſuage or Tenement, and all other the Premiſſes, with their Appurtenances, unto the ſaid *I. H.* his Heirs and Aſſigns for ever, to and for the onely and proper uſe and behoof of the ſaid *I. H.* his Heirs and Aſſigns for ever. *Habend.*

And, The ſaid *R.S. I.P.* and *T.H.* for them, and for the ſaid *A.P.* and every of them, and for the Heirs, Executors, and Adminiſtrators, of every of them, do covenant and grant, to and with the ſaid *I. H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe preſents, in manner and form following: That is to ſay, That they the ſaid *R.I.A.* and *T.* or the Heirs

of

of the Survivor or Survivors of them, at or before the 20 day of *F.* next &c. at the costs and charges of the said *F.* and of his Heirs or Assigns, shall make and execute, or cause &c. unto the said *J. H.* his Heirs and Assigns for ever, a good, sure, sufficient, and lawful estate and assurance in the Law in Fee-simple, of and in all the said Messuage, and all other the Premisses, with their Appurtenances, to the onely use and behoof of the said *J. H.* his Heirs and Assigns for ever, without any manner of condition or limitation of use. And that the said Messuage and Tenement, and all other the Premisses, with their Appurtenances, now are, and be at the time of the making and executing of the said Estate and Assurance in form aforesaid, to be made and executed, shall be, and from henceforth shall continue and abide to the said *H. I.* his Heirs or Assigns, clear and clearly acquitted and discharged, or at all times from time to time, sufficiently saved harmless, of and from all and every former Bargains, Sales, Gifts, Grants, Statutes, Recognizances, Annuities, Fees, Joyntures, Dowers, Fines for Alienations, Intrusions, and of and from all and every other Charges, Titles, Troubles, and Incumbrances whatsoever they be, had, made, committed, done or agreed unto by the said *R. S. I. A.* and *T.* or any of them.

To discharge off Incumbrances.

And moreover, That they the said *R. I. A.* and *T.* or the Heirs of the Survivor or Survivors of them; and also all and every other person and persons, any thing lawfully having or claiming, or which at any time or times hereafter, shall or may lawfully have or claim any thing, of, in, or to the said Messuage, and other the Premisses, or any part thereof, by, from, or under the said *R. S. I. P.* and *A.* his wife, and *T. H.* or any of them, at all times hereafter, and from time to time, during the space of 3 years next &c. upon the lawful request, and at the costs and charges in the Law of the said *I. H.* his Heirs or Assigns, shall and will further do, cause, knowledge, and suffer to be made, done, and knowledged, all and every such further lawful act and acts, devise and devises, thing and things of assurance whatsoever, with Warranty onely against the said *R. I. A.* & *T.* and their Heirs: As by the said *I. H.* his &c. shall be reasonably devised or advised, for the further or better assurance, sure making, and conveying of the said Messuage, and of all other the above bargained Premisses, to be had and made to the said *I. H.* &c. to the onely use &c.

To make further Assurance.

Provided always, That the said *R. I. A.* and *T.* or any of them, or the Heirs or Assigns of them, or of any of them, shal not be compelled to travel in and about the making and executing of the said Assurances, or any of them, any further then the Cities of *L.* or *W.* and the Suburbs of the same. *In Witness, &c.*

A Bargain and Sale of an Aſſignee of a Patentee of Concealed Land.

THis *Indenture*, &c. between *A.K.* of *L.* Eſq; and *F. K.* of *L.* Gent. on the one party, and *C.R.* of *T.* in the County of *C.* Gent. on the other party, *Witneſſeth*, That the ſaid *A.K.* and *F. K.* for and in conſideration of a certain Sum of &c. whereof, and wherewith &c. and thereof, and therefore &c. have granted, aliened, bargained, and ſold, and by theſe preſents &c. unto the ſaid *C. V.* and his Heirs for ever, all that their Houſe or Scite of the late Monaſtery of *T.* and all Houſes, Edefices, Barns, Stables, Dove-houſes, Orchards, Gardens, Lands and Soil, as well within the ſaid Scite and Precinct of the ſame late Monaſtery, as neer and next to the ſame late Monaſtery: And all and all manner of Demeſne Lands there to the ſame late Monaſtery ſome ime belonging and appertaining; or within the ſame before that uſed or occupyed, now or late in the Tenure or Occupation of *H. J.* Kt. or of his Aſſigns. And the Reverſion and Reverſions of all and ſingular the Premiſſes; And all and all manner of Woods, Underwoods, and Trees, in and upon the Premiſſes, and the Ground and Soil of the ſame Woods, Under-woods, and Trees: And all and ſingular Rents, Revenews, and yearly Profits whatſoever, reſerved upon any Leaſe or Leaſes made of the Premiſſes, or of any part thereof; together with ſuch Views of Frank-pledge, Courts, Leets, Law-days, Cattels wayed and ſtryafed, free Warrens, Knights Fees, and with all and all manner thoſe and ſuch Liberties, Franchiſes, Priviledges, Juriſdictions, Profits, Commodities, and Emoluments whatſoever, as any Abbot or Prior of the ſaid late Monaſtery of *T.* or any other perſon or perſons, having or poſſeſſing the Premiſſes, or any part thereof, or of any part or parcel thereof ſeized, ever had, held and enjoyed; or ought to have had, holden, or enjoyed, the ſaid Scite and other the Premiſſes, or any part thereof, by reaſon of any Charter of Gift, Grant, or Confirmation; or of any Letters Patents, by our ſaid Soveraign Lord the King which now is, or any of his Progenitors Kings of *England*, by any manner of means made, granted, or confirmed; or by reaſon of any Preſcription, Uſe or Cuſtome, before this time had or uſed; or otherwiſe, by any manner of means, Right or Title, ſo fully, wholly, and amply, as *R.H.* Kt. Citizen and A. of *L.* and *A. G.* Citizen and *A.* of *L.* and *T. A.* Citizen and *H.* of *L.* the ſaid Scite and Demeſne, Lands, and other the Premiſſes, amongſt other things late had, to them and their Heirs, of the Gift and Grant of our ſaid Soveraign Lord King *C.* by virtue of his Letters Patents thereof to them made, under the Great Seal of *England*, and bearing date at *G.* the &c. in the 14th year of his Raign: And in as large and ample manner, as the ſaid *A.* and *F.* the ſaid Scite, and other the Premiſſes, amongſt other things late had to them and their Heirs, of the Bargain, Sale, Grant, and Feoffment, of the ſaid *R. H.* Kt. *A. G.* and *T. A.* by virtue of their Deed thereof made

to

Except. &c. to the ſaid *A.* and *F.* bearing date &c. except and always reſerved to the ſaid *A.* and *F.* their Heirs and Aſſigns, the Granges of *A.* and *B.* with their Appurtenances, and all and ſingular Lands, Tenements, and Hereditaments, to the ſame two Granges, or either of them belonging, or in any wiſe appertaining;

Habend. *To have and to hold* the ſaid houſe, &c. except before excepted, to the ſaid, &c. his Heirs and Aſſigns for ever, to the onely uſe of, &c. to be holden of

Tenend. our ſaid Sovereign Lord the King, his Heirs and Succeſſors, as of the Mannor of *E.* within the County of *K.* by Fealty onely in Free Socage, and not in chief, for all Rents, Services, and Demands whatſoever, for the Premiſſes, or any part thereof, to our ſaid Sovereign Lord the King, his Heirs or Succeſſors, in any wiſe to be yielded, paid, or done.

And, the ſaid *A.* and *F.* for them, their Heirs, Executors, and Adminiſtrators, and every of them, do covenant, &c. in manner, &c. That is to ſay, That the ſaid Scite and Demeſne, Lands, &c. and all other the Premiſſes above ſpecified, to be bargained and ſold by theſe preſents, except before excepted, now are, and ſtand, and from henceforth for ever ſhall continue, ſtand, and be, to the ſaid *C.* his Heirs and Aſſigns, free and clearly diſcharged and acquitted or at all times, &c. [*So follows the Incumbrances.*] And alſo, that the ſaid *C.* his Heirs and Aſſigns for ever, ſhall or may peaceably and quietly, have, hold, and occupy, all and ſingular the ſaid Scite and Demeſne, Lands, &c. except before excepted. And ſhall or may from time to time, and at all times hereafter, have, take, gather perceive, receive, and enjoy, all and ſingular the Rents, Iſſues, and Profits thereof, to, and for the onely uſe, commodities, and behoof of the ſaid *C.* his Heirs and Aſſigns, without any let, &c. of the Grantors, or either of them, or of any other perſon or perſons, by the means, title, or procurement of the ſaid *A.* and *F.* or either of them, or of their Heirs or Aſſigns, or the Heirs or Aſſigns of either of them. *In witneſs*, &c.

This Deed to be knowledged and enrolled, and then a Releaſe to the Poſſeſſion of the ſaid C.V. *from* R.H. A.G. *and* T.A. *and* W.B. *with Warranty againſt them and their Heirs.*

A Bargain and ſale of a Remainder to three perſons, each to have a 3d part, with Covenants, that the Heirs of the Vendors (who may have intereſt) ſhall not go about to reverſe or annull any Fine or Recovery, paſſed by the Vendors, for Aſſurance of the Land.

THis *Indenture*, &c. Between *R.C.* of *L.* in the County of *N.* Gent. and *J.L.* of *L.* and one of the Daughters of *T.L.* late of the City of *L.* deceaſed, and of *A.* his Wife on the one party; and *A. C.* Wife of *T. C.* of &c. Eſq; *K.B.* Wife of *E.B.* and *W.B.* daughter of *G.B.* daughters of the

the ſaid *T. L.* and *A.* his wife on the other party, *Witneſseth*, That whereas the ſaid *T. L.* in his life-time, for divers good and ſufficient conſiderations, did by his ſufficient Writing, under his Hand and Seal, convey and aſſure, or cauſe to be conveyed and aſſured to the uſes hereafter in theſe Preſents mentioned and expreſſed, all that the Capital Meſſuage, with the Appurtenances ſituate in or neer *J.* &c. late in the Tenure, &c. all houſe-buildings, &c. to the ſaid Meſſuage belonging, that is to ſay, to the uſe of him the ſaid *T. L.* for term of his life, without impeachment of Waſte; and, after his deceaſe, the remainder of all and ſingular the Premiſſes, with their Appurtenances, to the uſe of the ſaid *A.* for term of her life; and, after her deceaſe, the remainder of all and ſingular the Premiſſes, with their Appurtenances, to the uſe of the ſaid *J. L.* and of the heirs of the body of the ſaid *J.* lawfully begotten, or to be begotten, (*and ſo limiting the uſes to the ſaid other three Siſters*) as by the ſame Conveyance more at large may appear; and after the ſaid *T.* dyed, by and after whoſe death the ſaid *A.* entred into the Premiſſes, and was, and yet is of the ſame lawfully poſſeſſed and ſeized in her Demeſne as of Free-hold, for term of her life by vertue of the ſaid Conveyance and Aſſurance, and of the Statute of Uſes in that behalf made and provided; the remainder thereof to the ſaid *J. L.* and to the Heirs of her body lawfully belonging, with Remainders over in manner and form aforeſaid.

And whereas, The ſaid *R. C.* ſhall by the Grace of God marry, and take to his wife the ſaid *J. L.*; Now the ſaid *R.* and *J.* for and in conſideration of the Sum of 500 *l.* to them paid, &c. whereof &c. have Granted, Bargained, Sold, Releaſed, and Confirmed; and by theſe preſents, do grant, &c. unto the ſaid *A. C. K. B.* and *W. B.* all the ſaid Capital Meſſuages, &c. and the ſaid remainder and Inheritance of the ſaid *J.* of and in the Premiſſes, and every parcel thereof, and all her Right, Title, Uſe Poſſeſſion, Eſtate, Reverſion, and Remainder, of, in, and to the ſaid Premiſſes; and of, in, and to every part and parcel thereof, with their Appurtenances; and all the Eſtate, Right, Title, and Demand whatſoever, which they or either of them, or the Heirs of the body of the ſaid *I.* might, or lawfully ought to have, of, in, and to the ſaid Premiſſes; or of, in, or to any part or parcel thereof; together with all their, and either of their Deeds, &c. *To have and to hold*, the 3d part of the ſaid Capital Meſſuage, &c. and alſo of the ſaid Deeds, Evidences, and Writings, to the ſaid *A. C.* her Heirs and Aſſigns for ever, to the onely proper uſe and behoof of the ſaid *A. C.* and of her Heirs and Aſſigns for ever. *And to have and to hold* one other 3d part of the ſaid, &c. to the ſaid *K. B.* her Heirs and Aſſigns for ever, &c. *And to have*, &c. the other 3d part and reſidue of the ſaid &c. to the ſaid *W. B.* her Heirs and Aſſigns, &c. A Covenant by the ſaid *R. C.* and *J. L.* for diſcharge of Incumbrances to the ſaid *A. K.* and *W.* A Covenant by the ſaid *R. C.* and *J. L.* and the Heirs of her body for further Aſſurance.

Several Habends.

And further, The ſaid *R.* and *J.* Covenant &c. That they the ſaid *A. K.* and *W.* their ſeveral Heirs and Aſſigns aforeſaid, ſhall, or may from the death of the ſaid *A.* peaceably and quietly have, hold, occupy, poſſeſs, and enjoy the ſaid Meſſuage, without any lawful &c. of the ſaid *R.* and *I.* or either of them,

them, or of any other perſon or perſons lawfully claiming; or which hereafter ſhall lawfully claim, in, from, by, or under the ſaid *R.* and *I.* or either of them, or by their, or either of their means, aſſent, or procurement.

And further, The ſaid *R.* and *J. Covenanteth* &c. That they the ſaid *R.* and *J.* or either of them, or any the Heirs of the bodies of them, or of any of them, ſhall not at any time hereafter, reverſe, annul or make void, or go about to reverſe, annul, or make void any Fine or Fines, Recovery or Recoveries, knowledged levied or had, or to be knowledged &c. by the ſaid *R.* and *J.* or either of them to the ſaid *A. K.* and *W.* or any of them or the heirs of them, or of any of them, or to any other ſuch perſon or perſons as they or any of them or their heirs, ſhall thereunto name or appoint. *In Witneſs, &c.*

A Bargain and Sale of the Reverſion and Remainder of the 4th part of a Parſonage.

THis *Indenture*, &c. between *R.T.* of *R.* in the County of *N.* Eſq; on the one party, and *W.C.* of &c. on &c. *Witneſseth*, That the ſaid *R.T.* for and in conſideration of the ſum of 170 l. whereof &c. Hath bargained and ſold, and by theſe preſents doth freely and clearly bargain and ſell unto the ſaid *W.C.* and his heirs, the Remainder and Reverſion of the 4th part of the Parſonage and Rectory of *M.* in the County of *E.* to take effect in poſſeſſion unto the ſaid *W.C.* and his Heirs, immediatly by, and from the death of *M.* late wife of *G.B.* Gent. deceaſed, ſon of *H.B.* deceaſed; and alſo, for the conſideration aforeſaid, hath bargained and ſold unto the ſaid *W.C.* and his heirs, by theſe preſents, all that the Remainder and Reverſion of the 4th part of all and ſingular the Glebe-Lands, Tenements, Tythes, Annuities, Penſions, Portions and Hereditaments whatſoever, being part, parcel, or member of the ſaid 4th part of the Rectory aforeſaid, which is to the ſaid 4th part of the ſaid Parſonage and Rectory belonging or appertaining in any wiſe, renewing, coming or growing, or to be demanded, or had, by reaſon of the 4th part of the ſaid Parſonage or Rectory to take effect in Poſſeſſion unto the ſaid *W.C.* his Heirs and Aſſigns, immediatly by and from the death of the ſaid *M.* which Remainder and Reverſion of, and in the ſaid Parſonage and Rectory, and other the ſaid Premiſſes, deſcended and came, and of right ought to deſcend and come, unto *K.T.* deceaſed, as one of the daughters and heirs of the ſaid *H.B.* deceaſed, and mother unto the ſaid *R.T.* and her heirs, and by and after the death of the ſaid *K*, unto the ſaid *R.T.* and his heirs, as ſon and heir of the ſaid *K.*

And alſo, for the conſideration aforeſaid, hath bargained and ſold unto the ſaid *W.C.* and his heirs, all that the Remainder and Reverſion of the 4th part of the Advowſon, Nomination, Preſentation and Gift of the Vicarage of *M.* aforeſaid, which deſcended and came unto the ſaid *K.* Mother of the ſaid *R.T.* as one of the daughters and heirs of the ſaid *S.H.* together with all Deeds, Evidences and Writings which the ſaid *R.* hath concerning the Premiſſes

miſſes, *To have and to hold*, all the ſaid Remainder and Reverſion of the ſaid 4th part of the ſaid Parſonage and Rectory, Glebe-Land, Tenements, Tithes, Annuities, Penſions, Portions and Hereditaments whatſoever as part, parcel of member belonging or appertaining, renewing, coming or growing or in any wiſe to be demanded or had by reaſon of the ſaid 4th part of the ſaid Parſonage and Rectory. And alſo the ſaid Remainder and Reverſion of the 4th part of the ſaid Advowſon, Nomination, Preſentation and Gift of the ſaid Vicarage of *M.* unto the ſaid *W.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *W.* his Heirs and Aſſigns for ever. (A Covenant, that the ſaid *R. T.* ſtandeth lawfully ſeiſed of the Premiſſes; And that it ſhall be lawful for the ſaid *W. C.* to poſſeſs the ſame: A diſcharge of Incumbrances; A Covenant for further aſſurance during 2. years, after the death of the ſaid *M.* late wife of the ſaid *G. B.*)

And, the ſaid *R. T.* further doth covenant, &c. That if at any time hereafter it ſhall happen, the other 3. parts of the ſaid Rectory, Parſonage, Vicarage, or Premiſſes, or any part of the ſaid 3. parts to deſcend, remain, accrue, or come to the ſaid *R.* or his Heirs, as heir of the ſaid *H. B.* or any of his Heirs: That then the ſaid *R.* or his heirs, ſo having the other 3. parts, or any part of the ſaid 3. parts, or that lawfully may have the ſame, upon reaſonable requeſt thereof made by the ſaid *W. C.* his Heirs or Aſſigns, at the coſts and charges in the Law of the ſaid *W. C.* his Heirs or Aſſigns, convey and aſſure to the ſaid *W.* his Heirs or Aſſigns, the ſaid other 3. parts, and every part of the ſaid 3. parts, which ſhall or ought to deſcend, remain, and accrue to the ſaid *R. T.* or his heirs as aforeſaid; the ſaid laſt recited aſſurance to be made, with warranty only, as is before recited in the ſaid Conveyance of the ſaid 4th part. *In witneſſe whereof*, the ſaid Parties to theſe preſent Indentures Interchangeably have ſet their Seals given the day and year firſt above written.

A Sale of Corn.

THis *Indenture*, &c. between *C. D.* of *S.* in the County of *N.* Eſq; and *W. G.* of &c. in the name, and as lawfully hereunto authorized by the ſaid *C. D.* on the one party, and *P. S.* of &c. on the other party, *Witneſſeth*, That the ſaid *C.* and *W.* for the conſideration enſuing, have by theſe preſents bargained and ſold unto the ſaid *P. S.* 24. Laſte of Wheat, good, ſweet, Merchantable, and with the beſt, and not taled or branded, at the price of 12 l. of every Laſte thereof; All which 24. Laſts of Wheat, of the goodneſſe aforeſaid, the ſaid *C. D.* and *W. G.* for them and every of them, covenanteth &c. to and with the ſaid &c. That they the ſaid *C.* and *W.* their Executors, Adminiſtrators, or Aſſigns, ſhall deliver or cauſe to be delivered unto the ſaid *P.* his Executors, Adminiſtrators, or Aſſigns, before the laſt day of this preſent month of *A.* at *A.* in the parts of *B*; wind and weather thereunto

ſerving, before the ſaid laſt day of this preſent month of *A.* frank and free of all charges, cuſtom, licence, and other duties whatſoever, and clear of all arreſts, detainings, loſſes, troubles, and all other Incumbrances whatſoever, that might happen becauſe of the ſaid lading or tranſporting out of the ſame: And thereof to ſave the ſaid *P.* his Executors, Adminiſtrators, Aſſigns, and Goods, and every of them harmleſs, the duties or Cuſtom at *A.* in *B.* aforeſaid, there due for the ſaid Wheat, alwayes excepted.

In conſideration whereof, the ſaid *P. S.* for him &c. doth covenant, to and with the ſaid &c. That he the ſaid *P.* his Heirs, Executors, or Aſſigns, ſhall and will truly pay, or cauſe to be paid, to the ſaid &c. at the Shop, &c. the ſum of 288 l. of &c. in manner &c. *viz.* in hand at the Enſealing and Delivery of theſe preſents 100 l. thereof which the ſaid *W.* acknowledgeth by theſe preſents accordingly to have received, and in the laſt day of this preſent month of *A.* 100 l. more thereof, the 24 Laſts of Wheat being laden and ready to be conveyed as above, and the reſt being 88 l. within ſix dayes next after true certificate, or other Letter given at the delivery of the ſaid 24 Laſts of Wheat at *A.* aforeſaid.

And, the ſaid *C.* and *W.* for themſelves, &c. covenant, &c. That if any Prohibition or other Let or Reſtraint ſhall at any time hereafter happen, whereby the ſaid 24 Laſts of Wheat cannot proceed and be tranſported into the ſaid parts beyond the Seas, or that the ſaid Wheat being out of this Realm, ſhall be by force of Wind or Weather driven into this Realm of *E.* and Dominions thereof, and thereupon be reſtrained, or otherwiſe letted from proceeding in the ſaid Voyage, that then and in every ſuch caſe the ſaid *C.* and *W.* or one of them, or the Executors, &c. ſhall take all the ſaid Wheat again, and within one month next enſuing the ſaid Prohibition, Reſtraint, or Let made, ſhall reſtore unto the ſaid *P.* his Executors, Adminiſtrators or Aſſigns, at the Shop, &c. all the money which the ſaid *C.* and *W.* or either of them, or the Executors, &c. ſhall have received for the ſaid Wheat.

And finally, the ſaid *W. G.* for him, &c. covenanteth, &c. That the ſaid *C. D.* his Executors and Adminiſtrators, ſhall and will ratifie theſe preſents, and that he the ſaid *C.* his Executors and Adminiſtrators ſhall before the end of this preſent moneth of *A.* Enſeal, Subſcribe, and Deliver as his or their lawfull Deed, to the uſe of the ſaid *P.* his Executors or Adminiſtrators, as well the Counter-part of theſe preſents already ſealed and delivered by the ſaid *W.*; as alſo one Obligation of the penalty of 300 l. of &c. for performance hereof likewiſe already ſealed and delivered by the ſaid *W. In witneſs, &c.*

A

A Bargain and Sale of Pelts, where the Vendees during the continuance of the Bargain are to have 20 s. before-hand.

THis *Indenture*, &c. between *A. B.* on the one party, and *C. D.* on the other party, *Witneſſeth*; That for the conſideration hereafter expreſſed in theſe preſents the ſaid *A. B.* hath bargained and ſold, and by theſe preſents doth bargain and ſell to the ſaid *C. D.* all and ſingular ſuch Pelts and Skins of Sheep and Lambs as the ſaid *A. B.* and his Servant, or any other for him, ſhall make ſlaughter of between the day of the date hereof, and the firſt day of *N.* now next coming. *And*, it is agreed between the ſaid parties, That the ſaid *W. E.* in form following, ſhall pay and allow to the ſaid *W. W.* for every dozen of Pelts called Summer Pelts, 22 s. of &c. and for every dozen of Sheep-skins called Shearlings, to be delivered before the firſt day of *A.* next comming, 6 s. of &c. And for every dozen of the ſame Sheep-skins called Shearlings, to be delivered after the firſt day of *N.* untill &c. 10 s. of &c.

And, the ſaid *W. W.* for him, &c. covenanteth, &c. That he the ſaid *W. W.* or ſome of his Servants ſhall weekly, and from time to time from henceforth deliver unto the ſaid *W. E.* and to his Servants, all the ſaid Pelts and Skins, as the ſaid *W. E.* or his Servants ſhall call for the ſame, at the now dwelling-houſe of the ſaid *W. W.* And that the ſame Skins and Pelts from time to time, ſhall be well and workman-like fleyn: for and in conſideration whereof the ſaid *W. E.* for him and his Executors doth covenant and promiſe, to and with the ſaid *W.* and his Executors by theſe preſents; That he the ſaid *W. E.* ſhall and will before &c. next &c. content and pay to the ſaid *W. W.* the ſum of 40 l. of &c. in part of payment, of and for the ſaid Skins and Pelts to be delivered as aforeſaid; and that ſo ſoon as the ſaid *W. W.* ſhall have delivered to the ſaid *W. E.* in form aforeſaid, ſo many of the ſaid Pelts and Skins as ſhall amount to the ſaid Sum of 40 l; That then the ſaid *W.* ſhall pay 20 l. more of like money as aforeſaid, before-hand to the ſaid *W.* in part of payment of ſuch of the ſaid Skins and Pelts as thereafter are to him to be delivered; And ſo from time to time thereafter, ſo ſoon as ſuch money before-hand to be paid by the ſaid *W. E.* ſhall be to him ſatisfied, by ſuch Skins and Pelts to him to be delivered by the ſaid *W. W.* as aforeſaid, the ſaid *W. E.* alwayes to pay to the ſame *W. W.* 20 l. before-hand, ſo long as 20 l.'s worth of the ſaid Skins and Pelts ſhall be behind, to be delivered to the ſaid *W. E.* by force of the Bargain between him and the ſaid *W. W.* made and expreſſed in theſe preſents: *In witneſs*, &c.

A Bargain and Sale by a Merchant of part of his Adventure in a Ship to B.

THis *Indenture, &c.* between *A. R.* on the one party, and *B. P.* &c. on the other party, *Witneſſeth* That whereas the ſaid *A.* is amongſt other intereſted in a good Ship of *L.* called the *M.* and of all her Tackle, Munition, Proviſions, Merchandizes, and Adventures, in her preſent Voyage, to go and return from the Country of *B.* under the Government of the *Portugals*, and of all and every the Goods and Merchandizes, wherewith God ſhall ſend her to return, after the rate and value of 70 l. of &c. which the ſaid *A.* for his part hath put into the Stock made among the Adventures in the ſaid Voyage, for the full providing thereunto, and executing and finiſhing the ſame.

Bargain. *Now*, in conſideration of 20 l. of &c. which the ſaid *B.* hath at the enſealing hereof paid to the ſaid *A.* whereof &c. he the ſaid *A.* hath given, granted, bargained, ſold, and put over, and by theſe preſents doth &c. to the ſaid *B.* to the only uſe of the ſaid *B.* his Executors and Aſſigns, the ſum of 20 l. of &c. parcell of the ſaid 70 l. and all and whatſoever that is or ſhall come or grow only, of and for the ſaid 20 l. or of the adventure of the ſame, and of all and every the Premiſſes.

And alſo, The ſaid *A.* doth grant and put over to the ſaid *B.* his Executors and Aſſigns, all his Intereſt, Right, and Title, in and to the ſaid Ship, Tackle, Munition, Proviſions, Merchandizes, and Adventures aforeſaid, and to all to come and ariſe thereof, as far as to the rate of the ſaid ſum of 20 l. ſhall extend. *In witneſs, &c.*

A Bargain and Sale of a Freehold Eſtate in Land for term of life.

Rental. THis *Indenture, &c.* between *M. L.* &c. and *J. L.* his wife on the one party; and *I. I.* &c. on the other party, *Witneſſeth*, That whereas *A. L.* &c. natural Mother of the ſaid *M.* by Writing tripartite, bearing date, &c. for and in conſideration of a Marriage then to be had between the ſaid *M.* and *J.* and towards the accompliſhment of certain Bonds, Promiſes, Covenants and Agreements made upon conſideration of the ſaid Marriage, and for divers other conſiderations, as in the ſaid Writing tripartite indented is expreſſed, hath covenanted and granted to and with *R. T.* &c. and *W. H.* &c. their Heirs, Executors and Aſſigns, That ſhe the ſaid *A.* and all perſons that then were ſeiſed of and in all thoſe her two Meſſuages or Tenements, with the Appurtenances, then in the Tenure and Occupation of the ſaid *A.* Scituate and being in *W.* ſhould ſtand and be of the ſame Meſſuages, Tenements, and Premiſſes,

miſſes, with their Appurtenances, ſeiſed to the uſe of the ſaid *A.L.* for and during her natural life, and after her deceaſe, to the uſe of the ſaid *M.L.* and *J.* his wife, for and during the natural lives of the ſaid *M.* and *J.* and of the longer liver of them; and afterwards to ſuch further uſes as in the ſaid Writing tripartite indented, are declared.

Now, The ſaid *M.L.* and *J.* his wife, for and in conſideration of the ſum of 300 l. of &c. whereof &c. hath given, granted, aliened, bargained, and ſold, and by &c. to the ſaid *I.I.* and his Aſſigns, all the ſaid two Meſſuages and Tenements, with their Appurtenances, and all other the Premiſſes, and the ſaid Writing Indented, and all the Eſtate, Right, Title, Intereſt, and Demand whatſoever, which the ſaid *M.L.* and *J.* his wife, or either of them hath or ought to have, to, of, and in the ſaid 2. Meſſuages and Tenements, and other the Premiſſes, with their Appurtenances, or any part or parcel thereof: *To have and to hold*, the ſame 2. Meſſuages and Tenements, with the Appurtenances, and all and ſingular other the Premiſſes, to the ſaid *J.* and his Heirs, immediatly from the day of the date of theſe preſents, for and during all the terms of the natural lives of the ſaid *M.* and *J.* his wife, and of the life of the longer liver of them.

Bargain and Sale.

In this *Habend.* the word [*Heirs*] good to be uſed, to prevent an Occupancy.

And, the ſaid *M.* for himſelf and for the ſaid *J.* his wife, his Executors and Adminiſtrators, doth covenant &c. in form &c. That the ſaid 2. Meſſuages, and all other the Premiſſes are, and from henceforth, during the lives of the ſaid *M.* and *J.* and the life of the longer liver of them, ſhall abide and continue to the ſaid *J.* and his Aſſigns, clear and free diſcharged and acquitted of and from all and every former Grants, Charges, and Incumbrances whatſoever, before the enſealing, knowledging, and enrolling of theſe preſents, had, made, done, or agreed unto; or to be had, &c. by the ſaid *M.* and *J.* or either of them. *In witneſs*, &c.

A diſcharge of Incumbrances.

A Bargain and Sale of Land; where notwithſtanding it is provided, That if the Vendor do pay the Vendee a certain ſum of money within 10 years, and a yearly Rent for the Premiſſes he ſhall occupy, the Sale ſhall be void.

THis Indenture, &c. between *J.K.* of *N.* &c. on the one part, & *A.R.* &c. on the other part, *Witneſſeth*, That the ſaid *J.K.* for and in conſideration of the Sum of 400 l. of &c. whereof &c. And thereof &c. hath given, granted, bargained and ſold, and by theſe preſents doth give, grant, bargain and ſell to the ſaid *A.R.* and his Heirs for ever, all that the capital Meſſuage or Inn, commonly called the *M.* or White *H.* with its appurtenances, and all Chambers, Halls, Buildings, Houſes, Barns, Stables, Orchards, Dove-houſes, Lands, Meadows, Feedings, Paſtures, and Hereditaments thereunto belonging, lying and being within the Town and Fields of *N.* &c. *And* the Reverſion and Reverſions of all and ſingular the Premiſſes, and all and ſingular other

Conſideration.
Bargain.
Reverſion, &c.

other Lands, Tenements, Rents, Reverſions and Hereditaments, with their appurtenances whatſoever which the ſaid *J. K.* hath, or ought to have within the Town, Pariſh, or Fields of *N.* aforeſaid, and *C.* &c. and all and ſingular Deeds, Evidences, Charters and Writings concerning the Premiſſes, or any part and parcell thereof, as many of which ſaid Deeds &c. as the ſaid *J. K.* now hath or can come by, he hath at the Enſealing of theſe preſents delivered to the ſaid *A. R.* and the reſidue doth promiſe to deliver to the ſaid *A.* and his Heirs, as they, or any of them ſhall come to the hands of the ſaid *J. K.* or by him or his Heirs may be had or gotten without Suit in the Law. *To have, hold, and enjoy* all and ſingular the ſaid Meſſuages, Lands, Tenements, Rents, Reverſion, and all and every other the Premiſſes, with their appurtenances, to the ſaid *A. R.* his Heirs and Aſſigns for ever, to and for the only uſe and behoof of the ſaid *A. R.* and of his Heirs and Aſſigns for ever.

Deeds.

Habend.

And, the ſaid *J. K.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth Covenant and Grant, to and with the ſaid *A. R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner and form following; that is to ſay, That he the ſaid *J. K.* and *A.* his wife, on this ſide, and before the 4th day of *F.* now next coming, at the coſts and charges in the Law of the ſaid *A.* ſhall knowledg one Fine, and *Sur Conuſans de droit come ceo, &c.* of all and ſingular the Meſſuages and other the Premiſſes, to the ſame *A. R.* and his Heirs, before the Juſtices of the Common Bench at *Weſtminſter*, with Proclamations according to the form of the Statute in that Caſe made and provided by the name of 4. Meſſuages, 4. Cottages, 8. Gardens, 5. Acres of Land, 3. Acres of Paſture, 2. Acres of Meadow, 2. Acres of Wood, and 40 s. Rent, with the Appurtenances in *N.* upon *T.* and *C.* in the ſaid County of *N*; and by the ſaid Fine ſhall knowledg all the ſaid Tenements and Rent, with their Appurtenances, to be the right of the ſaid *A. R.* as thoſe which the ſaid *N.* then ſhall have of the Gift of the ſaid *J.* and *A.* and ſo further, according to the uſual manner of Fines; and that now, and untill the knowledging and enrolling of theſe preſents, and the Recording and Engroſſing of the ſaid Fine; the ſaid *J. K.* and *A.* or ſome other perſon or perſons to their uſe, are and ſhall be plainly and lawfully ſeiſed of, and in all the ſaid Meſſuages and other the Premiſſes, by theſe preſents, above bargained and ſold to the uſe and behoof of the ſaid *J. K.* and *A.* his wife, and of the Heirs of their two bodies between them two lawfully begotten; and for lack of ſuch Iſſue, to the only uſe and behoof of the right Heirs of the ſaid *J. K.* for ever, without any Condition, Mortgage, or any other uſe or uſes whatſoever; and that the ſaid *J. K.* of ſuch Eſtate hath lawful Power and Authority to bargain and ſell the ſaid Meſſuages and other the Premiſſes to the ſaid *A. R.* and his Heirs for ever, according to the Tenor and Purport of theſe preſents.

To acknowledg a Fine.

And, That the ſaid Meſſuages and Premiſſes, and every part and parcell thereof, now be and at all times hereafter ſhall be diſcharged or ſaved harmleſs to the ſaid *A.* his Heirs and Aſſigns, by the ſaid *J.* his Heirs, Executors, and Adminiſtrators, of and from all and ſingular former Bargains, Eſtates, Rights,

Diſcharged of Incumbrances.

Rights, Conditions, Grants, Leaſes, Titles, Entails, and Encumbrances whatſoever, one Leaſe made of a parcel of the Premiſſes to the ſaid *A.B.* which ſhall expire, &c. and one other Leaſe &c. and one yearly Rent-charge at 40 s. yearly iſſuing out of the Premiſſes, and the chief Rents and Services hereafter to grow due to the chief Lords of the Fee of the Premiſſes, only except and foreprized. *Exceptions.*

And further, That he the ſaid *J.K.* and *A.* his wife, and their Heirs, and the heirs of the ſaid *J.* from time to time upon every reaſonable requeſt of the ſaid *A.R.* or his Heirs, and at his and their coſts and charges in the Law at all times within 7. years next enſuing the date of theſe preſents, ſhall, and will, do, make and knowledg all, and every ſuch lawful and reaſonable Act and Acts, Thing and Things in the Law, for the further aſſurance, ſurety, and ſure-making of all the ſaid Meſſuage and Premiſſes to be had and made ſure to the ſaid *A.R.* and his heirs for ever, to and for the only uſe and behoof of the ſaid *A.R.* and of his Heirs and Aſſigns for ever, be it by Fine, Feoffment, Deed or Deeds Enrolled, Recovery, Releaſe with warranty againſt all men, or otherwiſe without warranty, as by the ſaid *A.R.* his Heirs and Aſſigns, or his or their learned Councel ſhall be lawfully and reaſonably deviſed or adviſed. To make further Aſſurance.

Provided always, and it is eſpecially conditioned, concluded, and agreed, by and between the ſaid parties to theſe preſents, for themſelves, their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents, That if the ſaid *J. K.* and *A.* his wife, and the Survivor of them and their Heirs, Executors, or Adminiſtrators, or the Heirs, Executors, or Adminiſtrators of the ſaid *J. K.* from time to time, and at all times, during ſuch time as they or any of them ſhall occupy the Premiſſes, or any part thereof, by any Leaſe to be thereof made to the ſaid *J.* and *A.* or to either of them by the ſaid *A.R.* do as well keep and maintain all and ſingular the Premiſſes in good and ſufficient reparations, and pay the yearly Rent therefore to be reſerved by the ſaid Leaſe, according to the tenor and true meaning. As alſo do well and truly content and pay, or cauſe &c. to the ſaid *A.* his Executors or Adminiſtrators, or to his or their lawful Attorney, the Sum of 300 l. of &c. at one entire payment, at the now dwelling houſe of the ſaid &c. Scituate &c. Or if he be not there then dwelling, that then at ſuch other houſe, where he ſhall fortune to dwell within the ſame City, or the Suburbs thereof, at any time within the ſpace of 10 years, next enſuing from the date of theſe preſents, upon any 26. day of *A*, or 26 day of *J.* between the hours of &c. in the afternoon of any of the ſame dayes; That then and from thenceforth it ſhall and may be lawful, to and for the ſaid *J.* and his Heirs and Aſſigns, into all and ſingular the Premiſſes to re-enter, and the ſame to have again and hold, as in his or their former Eſtate, theſe Preſents, or any other aſſurance or conveyance thereof, or of any part thereof made, or hereafter in the mean time to be made, to the contrary in any wiſe notwithſtanding. Proviſo for redemption &c.

And, That then and from thenceforth, the ſaid Fine to be knowledged by the ſaid *J. K.* and *A.* his wife, of the Premiſſes, in form aforeſaid, and all other Conveyances and Aſſurances in the mean time thereof made or to be

made to the ſaid *A.* his Heirs and Aſſigns, ſhall be and enure to the only uſe of the ſaid *J. K.* and *A.* his wife, and of the Heirs and Aſſigns of the ſaid *J. K.* for ever. And that then and from thenceforth the ſaid *A. R.* his Heirs and Aſſigns, and all and every other perſon and perſons which ſhall fortune to be ſeiſed, of or in the Premiſſes, or any part thereof, by or under the Eſtate of the ſaid *A. R.* ſhall thereof, and of every part thereof, ſtand and be ſeiſed to the only uſe and behoof of the ſaid *J. K.* and *H.* and of the Heirs and Aſſigns of the ſaid *J.* for ever, and to none other uſe or uſes whatſoever.

And, the ſaid *J. K.* doth for &c. covenant to and with the ſaid *A. R.* his Heirs, Executors, and Aſſigns, &c. *Provided always*, the Premiſſes notwithſtanding, That if the ſaid *J. K.* and *A.* his wife, their Heirs, Executors, and Adminiſtrators, do not in all points well and faithfully perform and fulfill the ſaid condition, concluſion, and agreement in theſe preſents laſt above ſpecified, according to the tenor and true meaning thereof; That then, and at all times for ever after, any default made in performance or fulfilling thereof, or of any part thereof, on the part and behalf of the ſaid *J. K.* and *A.* his wife, or of their Heirs, Executors or Adminiſtrators, theſe Indentures and the Fine firſt above ſpecified, and all other aſſurances above mentioned, ſhall be and enure to the only and proper Uſe and Behoof of the ſaid *A. R.* and of his Heirs and Aſſigns for ever, and to none other Uſe or Uſes, Intent or Purpoſe whatſoever, abſolutely without any manner of Condition or Mortgage; Any thing whatſoever above in theſe preſents ſpecified or expreſſed, to the contrary in any wiſe notwithſtanding.

To give an Acquittance upon every receipt of Rent.

And, the ſaid *A. R.* covenanteth &c. with the ſaid *J.* and *A.* his wife, and the Heirs, Executors, and Adminiſtrators of the ſaid *J.* That at and upon every payment of the yearly Rent to be reſerved in the ſaid Leaſe to be made of the Premiſſes by the ſaid *A. R.* to the ſaid *J.* and *A.* as aforeſaid, the ſaid *A. R.* his Heirs and Aſſigns, ſhall ſeal and deliver to the Uſe of the ſaid *J.* and *A.* and of their Executors, to ſuch perſon or perſons as ſhall make payment of the ſame Rent, a lawful and ſufficient ſeveral Acquittance therefore from time to time: And that when it ſhall fortune the ſaid *J. K.* and *A.* or the Heirs, Executors, or Aſſigns of the ſaid *J. K.* to content and pay, or cauſe &c. to the ſaid *A.* his Heirs, Executors, or Adminiſtrators, or to his or their lawful Deputy or Attorney, the ſaid Sum of 300 l. of &c. at any of the dayes above named in theſe preſents, for the payment thereof, in manner and form afore ſpecified, and within the ſaid term of 10 years, having then alſo duly performed the reſidue of the ſaid condition, concluſion, and agreement aforeſaid; That then upon the receipt thereof, the ſaid *A.* his Heirs, Executors or Adminiſtrators, ſhall and will as well ſeal and deliver to the ſaid *J.* and *A.* or to the Heirs, Executors, or Adminiſtrators of the ſaid *J.* or to their uſe, to ſuch perſon or perſons, as ſhall pay the ſaid 300 l. a lawful and ſufficient Acquittance and diſcharge for the ſame: As alſo then and thereupon, or at any time after upon reaſonable requeſt, ſhall and will not only well and ſafely re-deliver to the ſaid *J.* and *A.* or to the Heirs, Executors, or Adminiſtrators of the ſaid *J.* whole and uncancelled all ſuch Deeds, Evidences, and Writings,

tings, concerning the Premiſſes, or any part thereof, as the ſaid *A.* his Heirs or Executors, ſhall before that time have had, or received, of or from the ſaid *J. K.* Together with that part of theſe Preſents, ſealed by the ſaid *J. K.* But alſo ſhall upon like requeſt, and at the coſts and charges of the ſaid *J. K.* his Heirs and Aſſigns, do and make all ſuch Act and Acts, Thing and Things, for the extinguiſhment and releaſe of his and their Right, Eſtate, and Title, in and to all and ſingular the Premiſſes, with Warranty againſt the ſaid *A. R.* and his Heirs, as by the ſaid *J.* or his Heirs, ſhall be reaſonably deviſed or adviſed, and required at any time, within the ſpace of one year next after payment of the ſaid Sum of 300 *l.* in form aforeſaid. *In Witneſs*, *&c.*

A Bargain and Sale of Land, both Free-hold and Copy-hold, with liberty, that if the Vendee diſlike the Purchaſe by a day, then the Vendor to repay the Vendee his money; and, if he like, then to pay more money.

THis *Indenture*, &c. between *R. W.* &c. Parſon of the Pariſh-Church of &c. on the one part, and *W. B.* and *K.* his wife, on the other part, *Witneſſeth*, That the ſaid *R. W.* for and in conſideration of the Sum of 30 *l.* of &c. paid by the ſaid *W.* &c. whereof &c. and thereof, and therefore &c. hath given, granted, bargained, and ſold, and by &c. to the ſaid *W.* and *K.* his Wife, all that Meſſuage or Tenement, and 4 Shops, with the Appurtenances, now or late in the ſeveral Tenures or Occupations of &c. ſcituate &c. in the Pariſh, &c. And alſo the Reverſion and Reverſions of all and ſingular the Premiſſes, and all the Eſtate, Right, Title, and Intereſt of the ſaid *R. W.* of, in, and to the ſame Premiſſes, and every part and parcel thereof: And all and ſingular Deeds, Charters, Evidences, and Writings, touching or concerning the Premiſſes onely, or onely any part thereof. As many of which ſaid Deeds, &c. as the ſaid *R.* now hath, or any other perſon or perſons, by his conſent or delivery have, or which the ſaid *R.* without Suit in Law can or may lawfully get or come by; he the ſaid *R.* for him, his Heirs and Executors, doth covenant and promiſe by theſe preſents, well and ſafe, and uncancelled, to deliver, or cauſe &c. to the ſaid *W.* and *K.* his Wife, their Executors or Aſſigns, at the now Manſion houſe of the ſaid *W. B.* Scituate &c. at or on this ſide the 10 day of *N.* next coming, *To have and to hold*, the ſaid Meſſuage and 4 Shops aforeſaid, and all other the Premiſſes, with their Appurtenances, to the ſaid *W. B.* and *K.* his wife, and to the Heirs and Aſſigns of the ſaid *W. B.* for ever, to and for the onely uſe and behoof of the ſaid *W.* and *K.* his Wife, and of the Heirs and Aſſigns of the ſaid *W. B.* for ever. *Habend.*

And, the ſaid *R. W.* for him, his Heirs, Executors, and Adminiſtrators, covenanteth &c. to and with the ſaid *W. B.* and *K.* his wife, and the Heirs, Executors, and Adminiſtrators of the ſaid *W. B.* and every of them in manner &c. that &c. That he the ſaid *R. W.* now is the true ſole lawful and rightful

The Vendor lawful Owner in poſſeſſion, or in reverſion expectant upon determination of a Leaſe.

rightful Owner and lawfully and rightfully sole seized of all and singular the above-bargained Premisses, of a good, perfect, and pure Estate in Fee-simple, in possession or in Reversion, immediately expectant upon determination of Lease or Leases, for term or terms of years, which shall expire within 3 years now next ensuing; And of such Estate hath good and lawful Power, Right, Title, and Authority, to bargain, sell, and assure all and singular the Premisses to the said *W.* and *K.* and the Heirs and Assigns of the said *W.* in form aforesaid; And that all and singular the same Premisses now are, and from henceforth shall abide and continue to the said *W.* and *K.* and the Heirs and Assigns of the said *W.* clearly and freely discharged and acquitted, or otherwise at all times by the said *R. W.* his Heirs or Executors saved harmless, of and from all and singular former Bargains, Sales, Gifts, Grants, Leases, Estates, Rights, Titles, Charges, & Incumbrances whatsoever, had, made, done, or procured, or in any wise consented or agreed unto, by the said *R.* or by any other for him, by his means or procurement; One Lease heretofore made of a parcel of the Premisses, to one *R. C.* which shall not endure above 2 years now next ensuing, and one Annuity or yearly Rent of 5 *l.* yearly issuing and payable out of the Premisses to *P.* now the wife of one *I. B.* for and during the term of the life of the same *P.* and the chief Rents and Services hereafter to be paid and done to the chief Lords of the Fees of the Premisses, in respect of their Seigniories, onely except and foreprised.

Authority to sell, &c.

To discharge of Incumbrances.

Exceptions &c.

And, The said *R.* and *W.* covenanteth &c. That whereas the said *R. W.* now hath and holdeth to him and his Heirs, one Garden-Plat, being Copy-hold, adjoyning to the Messuages, and 4 Shops aforesaid; That he the said *R. W.* at the next Court to be holden at the Mannor of little *C M.* in the said County &c. whereof the said Garden-Plot is holden, will either purchase and obtain the same of the Lord of the said Mannor in Fee-simple, and so thereof such Estate for the consideration abovesaid, convey and assure the same to the said *W.* and *K.* and the Heirs of the said *W.* Or else at the same Court shall surrender the same Garden-Plot, according to the custome of the said Mannor, into the hands of the Lord by his Steward, for and to the use of the said *W.* and *K.* his wife, and the Heirs of the said *W. B.* without delay, fraud, or covin. The Fine for the Surrender, and the charges of Conveyance and Assurance of the said Garden-Plot, now being Copy-hold from the said *R.* to the said *W.* and *K.* and the Heirs of the said *W.* to be at the charges of the same *R.*

The Vendor to make Estate of Copy-hold-Land.

The Vendor to be at the charges of the Fine for the Surrender.

Nevertheless, The said *W. B.* the Premisses notwithstanding, and the said *R. W.* have agreed together for themselves, their Heirs and Assigns.

If the Vendee dislike, then to give warning to the Vendor thereof, and the Vendor to repay him his money.

And, The said *R.* covenanteth, &c. to and with the said *W. B.* his &c. That if the said *W. B.* at any time within the space of 2 years next &c. shall dislike the Purchase of the said Messuage, and other the Premisses, and thereof shall give notice to the said *R.* of such disliking by writing, to be delivered to the same *R.* That then he the said *R.* his Heirs, Executors, or Administrators, within 3 moneths next after such notice given of such disliking as aforesaid, shall well and truly pay, or cause to be paid unto the said *W. B.* and *K.* his wife, for the re-purchase of the Premisses, and in consideration of a

Nota, The best way in this assurance is, that it may be made upon condition, if the warning

good

good and reasonable assurance thereof to be made from them and their Heirs, to the said *R.* and his Heirs, the Sum of 30 *l.* of &c. at the said dwelling house &c. without any fraud, or covin.

be given, and money repaid at the day; and so there needeth no re assurance; but the Seller is in the condition of his first Estate which is most reasonable.

Provided always, That if the said *W.* at any time within the said space of 2 years, next after the date of these presents, shall signifie to the said *R. W.* that he the said *W.* then hath an absolute liking of the Purchase aforesaid, or during the space of the same 2 years, shall not give any notice of disliking with the same Purchase unto the said *R. W.*

It the Vendee before a day, shall signifie his liking of the Premisses, or before the same day signifie not his disliking, then to pay a further sum of money.

Then, the said *W. B.* for him, his Heirs, Executors, and Administrators, and every of them, covenanteth & granteth to him and them, & by these presents, firmly bindeth to the said *R.* his Executors, and Administrators, well and truly to pay to the said *R.* his Executors and Administratorss, for the clear purchase of the Premisses, the Sum of 15 *l.* of lawful &c. over and besides the said 30 *l.* already paid, within 10 days next after such signification given of such absolute liking as aforesaid: Or if no notice of such disliking of the said Purchase be given during the 2 years aforesaid, then to pay the said 15 *l.* within 10 days next after the expiration of the same 2 years, without fraud or covin.

Condition of liking, signified the liberty of disliking, shall then after be void.

Provided moreover, That after signification given of absolute liking of the said Purchase as aforesaid, the liberty of disliking therewith given as aboveſaid, shall be utterly annihilated, and clearly determined; any thing aboveſaid to the contrary notwithstanding.

To further Assurance, in case of liking of the Purchase.

And, The said *R.* covenanteth with the said *W. B.* &c. That if the said *W.* shall be minded to retain the Purchase of the Premisses, that then at all times, during other 2 years, next after the end of the said former 2 years given for liberty of liking and disliking, or next to ensue from the time wherein the said *W.* shall signifie his absolute liking of the said Purchase, the said *R.* and his Heirs, and all and every other person and persons, having or which shall lawfully have, or claim to have any Estate, Right, Title, or Interest, in or to the Premisses, or any part thereof, by or from the said *R. W.* (except onely as is before excepted) at and upon every reasonable request to be made to the said *R.* or his Heirs, and at the costs and charges of the said *W.* his Heirs, Executors, or Administrators, shall and will do, make, knowledge, and suffer, or cause &c. all and singular such act and acts, thing and things, in the Law, for the further and better assurance, surety, and sure making of all and singular the Premisses to be had and made sure to the said *W. B.* and *K.* and to the Heirs and Assigns of the said *W.* for ever, as by the said *W.* and *K.* and the Heirs and Assigns of the said *W.* or any of their Councel learned in the Laws of this Realm, shall be lawfully and reasonably devised or advised, either without Warranty, or with Warranty of the said *R.* and his Heirs, and such as shall make any of the said Assurances, onely against themselves, and their Heirs.

And, The said *W. B.* covenanteth &c. That the said *W.* and *K.* his Wife, and the Heirs and Assigns of the said *W.* shall agree and suffer, that the said *R.* and his Assigns, may have and receive the yearly Rent of the Premisses, until the 1. day of *A.* which shall be &c. If in the mean time, the said *W.*

shall

ſhall not ſignifie to the ſaid *R.* or his Heirs, of the abſolute liking with the Purchaſe aforeſaid. *In witneſs*, &c.

A Bargain and Aſſignment of whatſoever beneſit growing to one, by means of Adminiſtration; and the Vendee is to ſave harmleſs the Vendor of whatſoever he may be charged with as Adminiſtrator.

THis *Indenture*, &c. between *J.H.* of &c. and *K.* his wife, Daughter to *N.E.* late deceaſed, and Siſter to *N. E.* alſo deceaſed, which *J.* and *K.* are, or one of them is, Adminiſtrator or Adminiſtrators of the Goods and Chattels which were of the ſaid *N.* and *N.* on the one part, and *W. B.* and *R. B.* on the other part, *Witneſseth*; That the ſaid *J.* and *K.* for and in conſideration of a certain Sum of money to them to be paid by Obligation, have given, granted, confirmed, remiſed, releaſed, bargained, ſold, aſſigned, and ſet over, and by theſe preſents doth &c. unto the ſaid *W.* and *R.* all their Eſtate, Right, Title, Intereſt, Term of years and Demands, Leaſes, Debts, Goods and Chattels whatſoever, which the ſaid *J.* and *K.* his wife, or either of them, their Executors or Adminiſtrators have, or at any time hereafter may, might, or ought to have, or at any time heretofore had, ſince the death or deaths of the ſaid *N.* or *N.* belonging to her the ſaid *K.* and to the ſaid *J.* or either of them; or that they or either of them, might or ought to have, either by the laſt Will and Teſtament of the ſaid *N.* her Father, or by the death of the ſaid *N.* her Brother, or by any Letter or Letters of Adminiſtration to her and the ſaid *J.* or either of them committed, of the Goods of the ſaid *N.* and *N.* or either of them; *To have, hold, and enjoy*, all the Premiſſes, and all the ſaid Intereſts, Terms, Eſtates, Title, Claim, and Demand of the ſaid *J.* and *K.* to the ſame, to the ſaid *W.* and *R.* their Executors, Adminiſtrators, and Aſſigns for their own uſes for ever.

Tenend.

And, The ſaid *J.H.* for him, his Executors, &c. doth covenant &c. in form &c. *viz.* That all and ſingular the Premiſſes, now are, and from henceforth ſhall ſtand and abide clearly and freely diſcharged and ſaved harmleſs, of and from all and ſingular former Bargains, Seals, Leaſes, Grants, and Incumbrances whatſoever, had, made, done, or procured, by the ſaid *J.* and *K.* his wife, or either of them. And that they the ſaid *J.* and *K.* and either of them at all times, during 3 years next enſuing &c. at and upon every reaſonable requeſt, or within convenient time after ſuch requeſt, at the coſts and charges in the Law of the ſaid *W.* &c. ſhall and will make, do, knowledge and ſuffer or cauſe &c. all and every ſuch further act and acts, thing and things in the Law, as by the ſaid *W.* and *R.* or either of them, or the Adminiſtrators or Aſſigns of either of them, or any of their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for

Covenant to diſcharge of Incumbrances.

To make further aſſurance.

for the better assuring of all and singular the Premisses, to be had, conveyed, and made sure from the said *J.* and *K.* to the said *W.R.* their Executors, Administrators, and Assigns, for their own use for ever.

To justifie Actions, &c.

And further, That the said *J.* and *K.* and either of them, and the Executors and Administrators of either of them, at the request, and costs and charges aforesaid, shall and will justifie, and approve all and singular lawful Suits whatsoever by the said *W.* and *R.* or either of them, or the Executors or Administrators of either of them, to be brought or prosecuted in the name or names of the said *J.* and *K.* or either of them, or of the Executors or Administrators of either of them, for any cause or causes whatsoever, as Administrator or Administratrix of the said *N.* or *N.* being not compelled to travel for the justifying of the same. And that the benefit and advantages, of and in all and singular Recoveries in any such Suit or Suits to be had, taken, and enjoyed to the said *W.* and *R.* and their Executors and Administrators, for their own use, without any account thereof to be given to the said *J.* and *K.* or either of them, or the Executors or Administrator of either of them.

The Vendees to have benefit of all Actions, &c.

And, The said *W.B.* and *R.B.* do Covenant &c. to and with the said *J. H.* and *K.* his wife, and to and with either of them, to save them and either of them harmless; or otherwise, upon request, to recompence them for all such costs and damages, as shall be taxed or judged, or recovered against them, or either of them, by occasion of any such Suit or Suits.

And also, The said *W.* and *R.* Covenanteth &c. that they the said *W.* and *R.* their Heirs, Executors, and Administrators, from time to time, and at all times hereafter, and upon reasonable requests, at their own costs and charges, shall and will save and keep harmless the said *J.* and *K.* and either of them, and the Heirs, Executors, and Administrators of either of them, of and from all Actions, Suits, and Demands whatsoever, which shall or may happen to be had or brought by any person or persons against the said *J.* and *K.* or either of them, upon just cause, without Fraud or Covin, as the Administrators, or Administratrix of the said *N.* or *N.* or against the Executors or Administrators of the said *J.* and *R.* or either of them, by reason of the said Administrations, or either of them, had or taken by the said *J.* and *K.* or either of them.

To save the Vendors from all damages, by reason of such Actions, &c. And of all Actions to be brought against them.

In witness, &c.

A Bargain and Sale of a Moiety of a Ship.

TO *All*, &c. to whom this present Writing indented shall come, *M. S.* of &c. sendeth greeting in our Lord God everlasting. Know ye, that I the said *M. S.* for and in consideration of the Sum of 150 *l.* of &c. whereof &c. have bargained, sold, given, granted, and confirmed; and by these Presents do &c. unto *R. M.* his Executors, Administrators, and Assigns, all that my Moiety of, and in all that the good Ship called the *E.* of *L.* of the Burthen or Portage of 240 Tuns, or thereabouts, now remaining and being upon the River of *T.* And all that my Moiety of, and in all and singular the Masts, Sails,

Sails, Sail-yards, Anchors, Cables, Ropes, Cords, Guns, Gunpowder, Munition and Shot, and other Inſtruments, Artillery, Longboat, Cockboat, Tack, Apparel, Furniture, and other things whatſoever to the ſaid Ship belonging, or in any wiſe appertaining, uſed, or ſerving; *To have and to hold*, all the ſaid moiety of and in the ſaid Ship, and the ſaid moiety of, and in all and ſingular the ſaid Maſts, &c. and all other things whatſoever afore ſpecified to the ſaid *R.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoof for ever.

Habend.

That he is lawfully poſſeſſed, &c.

And, I the ſaid *M. S.* for me, &c. do Covenant &c. in form &c. That I the ſaid *M.* at the time of the Enſealing and Delivery of theſe preſents, am the true, ſole, and onely lawful Owner, Poſſeſſor, and Proprietary of the one moiety of the ſaid Ship and of all and ſingular other the Premiſſes, and every parcel thereof. *And*, That I the ſaid *M.* in mine own right, have full, perfect, good, and lawful power and authority, to give, grant, bargain, ſell, and confirm the ſaid moiety of the ſaid Ship, and the ſaid moiety of all and ſingular other the Premiſſes, to the ſaid *R.* his Executors, Adminiſtrators, and Aſſigns, to his and their own proper uſe and behoof for ever, according to the tenor and true meaning of theſe preſents. *And alſo*, That I the ſaid *M.* mine Heirs, Executors, and Adminiſtrators, ſhall, and will from time to time, and at all times hereafter, clearly and lawfully diſcharge, acquit, or otherwiſe ſufficiently ſave harmleſs, as well the ſaid moiety of the ſaid Ship, and of all and ſingular other the Premiſſes, and every part thereof. As alſo, the ſaid *R. M.* his Executors, Adminiſtrators, and Aſſigns, and every of them, of and from all and ſingular former Bargains, Sales, Moleſtations, Gifts, Grants, Titles, and Incumbrances whatſoever, had, made, done, or occaſioned, before the Enſealing and Delivery hereof.

Power to ſell.

To diſcharge of Incumbrancer, and for quiet enjoyment.

And further, That he the ſaid *R. M.* his Executors, Adminiſtrators, and Aſſigns, ſhall, or may lawfully from time to time, and at all times hereafter, peaceably and quietly have, hold, diſpoſe, and enjoy the ſaid moiety of the ſaid Ship, and &c. without any Let, Reclaim, Moleſta ion, Trouble, or Interruption of me the ſaid *M.* mine Executors, Adminiſtrators, and Aſſigns, or any of us, and without any lawful Let, *&c.* of any other perſon or perſons whatſoever. *And* that I the ſaid *M.* mine Executors and Adminiſtrators, ſhall, and will warrant and defend the ſaid moiety of the ſaid Ship, and of all and ſingular other the Premiſſes, and every part thereof, againſt all people, to the ſaid *R. M.* his Executors and Aſſigns for ever, to the uſe aforeſaid, and in manner and form aforeſaid for ever. *In witneſs*, *&c.* to the one part, *&c.*

A Warranty.

A Bargain and Sale of Land in L. *by the Mother, who hath a Freehold therein for her life, and the Son in whom the Reverſion is after her deceaſe.*

THis *Indenture* &c. between *V. L.* of *L.* Widow, late the Wife of *G. B.* &c. deceaſed, and *R. B.* one of the Sons of the ſaid *G.* on the one party, and *W. R.* &c. on the other party, *Witneſſeth*, That whereas the ſaid *V. L.* is, and ſtandeth ſeiſed for the term of her natural life, of and in all that great Meſſuage or Tenement, and Garden, with the Appurtenances, &c. The mediate Reverſion whereof after the death of the ſaid *V.* the ſaid *G. B.* by his laſt Will and Teſtament made in Writing, did wholly deviſe and bequeath unto *G. B.* his Son, and to his Heirs for ever. And whereas the ſaid *G. B.* the younger, hath given, granted, bargained, aliened, ſold, confirmed, and releaſed to the ſaid *R. B.* and to his Heirs for ever, all that the ſaid great Meſſuage, with the Appurtenances, and the Reverſion and Reverſions, Remainder and Remainders, preſent and future Eſtate, Right, Title, Uſe, Intereſt, and Demand of the ſaid *G. B.* the younger, of, in, and to the ſaid great Meſſuage, with the Appurtenances, as by one Indenture, bearing date &c. Enrolled in the High-Court of *Chancery*, made between the ſaid *G. B.* the younger on the one party, and the ſaid *R. B.* by the name of &c. of the other party, amongſt divers other Covenants and Agreements in the ſaid Indenture, more at large may and will appear. All which ſaid great Meſſuage, with the Appurtenances, ſometimes were parcel of the Poſſeſſions of *M. D.* of *L.* *Now*, the ſaid *V. L.* and *R. B.* for and in conſideration of the Sum of &c. to them before &c. whereof, and wherewith they &c. and thereof and therefore &c. have bargained, ſold, granted, aliened, and confirmed, and by theſe preſents do clearly and abſolutely bargain, &c. to the ſaid *W. R.* and to his Heirs for ever, all the ſaid great Meſſuage and Gardens, with the Appurtenances, and all Grounds, Yards, Lights, Shops, Cellars, Sollers, Warehouſes, Buildings, Eaſements and Commodities whatſoever, to the ſaid great Meſſuage or Tenement belonging or appertaining, or as any part or parcel thereof demiſed, occupied, uſed, reputed, or taken, and all the Eſtate, Right, Title, and Intereſt, Reverſion, Remainder, and Demand of the ſaid *V.* and *R.* and either of them, of, in, and to the Premiſſes, or any part or parcel thereof, except one piece of a Cellar, one Buttery, one piece of a Compting-houſe, and 3 little Rooms over them, which are parcel of the poſſeſſions of the Pariſh-Church of &c. and now are occupyed with the ſaid great Meſſuage, by virtue of a Leaſe thereof had from the ſaid Pariſh-Church, dated &c. [*A Covenant granting the Deeds and Evidences of the Premiſſes*] *To have and to hold* the ſaid great Meſſuage and Garden, with their Appurtenances, and all and ſingular other the Premiſſes, with their Appurtenances, (except before excepted) to the ſaid *W. R.* his Heirs, and Aſſigns for ever, to the onely uſe and behoof of the ſaid *W. R.* and of his Heirs and Aſſigns for ever. *Habend.*

And

Seised for life.

And, the said *V.* for her self, &c. covenanteth, &c. That she the said *V.* is lawfully sole seised of the said great Messuage and Garden, with the Appurtenances, of a good and lawful Estate of Freehold for the term of her life. And that the said Messuage and Garden, with the Appurtenances, are and from henceforth shall stand and continue, clearly discharged and acquitted, or upon reasonable request and notice thereof given, sufficiently saved harmless by the said *V.* her Executors or Administrators, of and from all and singular former Bargains, Sales, Leases, Grants, Estates, Titles, Charges or Incumbrances whatsoever, had, made, caused, or agreed unto by the said *V.* or any other for her by her means, consent, or procurement.

To discharge of Incumbrances.

To come in a Fine with the Reversioner.

And also, That for the better assurance of all and singular the Premisses, with their Appurtenances, to be had and made sure to the said *W.* his Heirs and Assigns, for the only use of the said *W.* and of his Heirs and Assigns for ever: She the said *V.* at the reasonable request and charges in the Law of the said *W.* his Heirs, Executors, or Assigns, shall joyn with the said *R. B.* and any others in a Fine to be levied in due form of Law to the said *W.* and his Heirs, of all and singular the Premisses, according to the usual manner of Fines.

Provided always, That the Warranty to be made in the said Fine by the said *V.* be solely of her self, and only against her, or against her and her heirs; And that for the knowledging of the Concord thereof, she shall not be compelled to travel any further then to the said great Messuage, without her own good will and consent to the contrary.

Seised of the immediate Reversion.

And, the said *R. B.* for him, &c. covenanteth &c. in form, &c. That he the said *R.* now is lawfully and solely seised to the use of him and his heirs, of the immediate Reversion or Remainder of the said great Messuage and Garden, with the Appurtenances, from and after the decease of the said *V.*

To make further Assurance.

And, he the said *R. B.* and *S.* now his Wife, and the said *G. B.* the younger, and *M.* now his wife, at all times from time to time, during the space of 2. years next ensuing the date of these presents, at and upon the reasonable request, and costs and charges in the Law only of the said *W. R.* his Heir, Executors or Assigns, shall and will make, do, knowledg, and suffer, or cause, &c. all and every such reasonable act and acts, things and things in the Law, with warranty only against themselves, and their Heirs, or otherwise without warranty; As by the said *W.* his Heirs or Assigns, or his or their Counsel learned in the Laws of this Realm, shall be lawfully devised or advised and required, for the better conveyance, assurance, and sure-making of all and singular the Premisses, with their Appurtenances, to be had, and made sure to the said *W. R.* his Heirs and Assigns for ever, for the only use &c.

For quiet enjoyment, discharged of Incumbrances.

And also, That all the said Premisses and every part thereof, with the appurtenances now are, and at the making of the said further assurance shall be, and from henceforth shall continue clearly and freely acquitted and discharged, or otherwise by the said *R. B.* his Heirs or Executors, upon reasonable request and notice thereof given, saved harmless at all times, of and from all and singular former Bargains &c. had, made, done, caused, or agreed unto or to be had, &c. by the said *R. B.* and *G. B.* the younger, or either of them,

them, or by any other perſon or perſons, by the commandment, conſent, or procurement of the ſaid *R.* and *G.* the younger, or either of them.

And further, the ſaid *R.* covenanteth, &c. That he the ſaid *W. R.* his Heirs and Aſſigns, ſhall, or lawfully may, from henceforth for ever, well and quietly have, hold, and enjoy, to the only uſe and behoof of the ſaid *W.* his Heirs and Aſſigns for ever, as well the ſaid great Meſſuage and Garden, with their Appurtenances, and all other the Premiſſes, with their Appurtenances, (*Except only before excepted*,) and from time to time, have, take, receive, and enjoy the Rents, Iſſues, and Profits thereof, for the only uſe and behoof of the ſaid *W. R.* his Heirs and Aſſigns, without any Contradiction, Impeachment, Lett, or Impediment of the ſaid *R.* and *G.* the younger, or of either of them, or of any other perſon or perſons, by the commandment, conſent, means, or procurement of either of them.

And alſo, the ſaid *R. B.* covenanteth, &c. That the entire benefit of all ſuch Bonds, as *R. H.* made to the ſaid *G. B.* deceaſed, and as *J. D.* Merchant of the Staple at *C.* made to the ſaid *R. H.* for or touching the Premiſſes, or part thereof, and all Advantages, Recompences, and Sums of Money to be gotten of or by the ſaid Bonds or any of them, ſhall be and continue to the only profit, intereſt, and behoof of the ſaid *W. R.* his Executors and Aſſigns, without any let or contradiction of the ſaid *R. B.* and *G. B.* or either of them, or the Executors or Adminiſtrators of either of them.

And alſo, That the ſaid *R. G.* and the Survivor of them, and the Executors and Adminiſtrators of the ſame Survivor, ſhall alwayes hereafter juſtifie and avow, all and every ſuch Suits, Proceſſes, Pleas, and Recoveries, as the ſaid *W. R.* his Executors or Aſſigns, at their own coſts and charges, ſhall bring or purſue upon the ſaid Bonds, or any of them, in the name or names of the ſaid *R.* and *G.* or either of them, or of the Executors or Adminiſtrators, or either of them, againſt any perſon or perſons chargeable or to be charged for the ſame. To juſtifie actions, &c. upon Bonds concerning the Premiſſes.

And, That the ſaid *R.* and *G.* or either of them, or the Executors or Adminiſtrators of either of them, ſhall not at any time hereafter willingly ſuffer to be done, any act or acts, without the ſpeciall conſent of the ſaid *W. R.* his Executors or Adminiſtrators, which ſhall or may diſcharge, ſuſpend, or determine the Penalties or Forfeitures, of any of the ſaid Bonds, or any Execution, to be had by reaſon of the ſame Bonds or any of them, or any Suit or Judgment to be had or given, in any Action to be brought as aforeſaid, upon the ſaid Bonds or any of them: *In witneſſe*, *&c.* Not to diſcharge Suits, &c.

A Bargain and Sale of a mans Eſtate in Goods and Wares in a Ship.

TO *all Chriſtian People*, to whom this preſent Writing ſhall come: I *A. B.* Cit. and M. of *L.* ſend Greeting, &c. *Know yee*, That I the ſaid *A. B.* for divers good Cauſes and Conſiderations me ſpecially moving, have given and granted, and by theſe preſents do give and grant unto *R. L.* Cit. and H. of *L.* his Executors and Aſſigns, without any Accompt, all my Right, Title, Property, Intereſt, and Demand of, in, and to, all ſuch Goods, Money, Wares, Merchandizes, Adventure and Commodities, as I the ſaid *A. B.* have, ſhould, ought, might or may have of, in, or belonging to, the good Ship called the *T.* of *L.* whereſoever the ſame is now riding or remaining: *To have and to hold* the ſame unto the ſaid *R. L.* his Executors and Aſſigns, to his and their proper uſe for ever. *Habend.*

And, I the ſaid *A. B.* do covenant and grant for me, mine Executors and Adminiſtrators, to and with the ſaid *R. L.* his Executors and Aſſigns, by theſe preſents, That they the ſaid *R. L.* his Executors, Adminiſtrators and Aſſigns, ſhall or may have, receive, take and enjoy, to his and their own proper uſe, the ſaid Stock of Money, Merchandizes, and other the Premiſſes, without any Let, Trouble or Diſturbance of or by me, mine Executors or Adminiſtrators, and without any Accompt or Reckoning of or therefore, to me, mine Executors or Adminiſtrators, or any of us, to be made, yielded or given. *In witneſs, &c. Dated, &c.*

An Indenture for Sale of Conyes.

THIS *Indenture* made, &c. between *W. G.* of &c. on the one part; and *H. S.* &c. on the other party, *Witneſſeth*, That the ſaid *W. G.* for the conſideration here under-written, hath bargained and ſold; And by theſe preſents doth fully and clearly bargain and ſell unto the ſaid *H. S.* his Executors and Adminiſtrators, the number and quantity of 6000 grey Conyes good and lawful Ware, accounting x. C. Conyes to every Thouſand, to be taken, ſlaughtered and killed, to and for the proper uſe and behalf of the ſame *H. S.* his Executors and Aſſigns, in and upon the Warren and Grounds of the ſame *W. G.* at *S.* aforeſaid. *And*, the ſaid *W. G.* for him, his Executors, &c. Covenanteth, That he the ſame *W. G.* his Executors or Aſſigns, ſhall endeavour themſelves, to take, ſlaughter and kill, and ſhall take, ſlaughter and kill, from time to time, to and for the uſe of the ſaid *H. S.* his Executors and Aſſigns, Conies in as large and ample manner,

manner, as they or any of them hereunto uſe to do for the ſerving of any ſuch other Chapman, as heretofore hath uſed to have, take and buy the ſame of the ſaid *W. G.* or of *E. B.* Eſq; deceaſed, late owner of the ſame Warren.

And alſo, That he, the ſame *W. G.* his Executors or Aſſigns, ſhall alwayes from henceforth weekly, every week from time to time (the time of L, and from L. unto the Feaſt of St. *M.* only excepted) well and truly deliver or cauſe to be delivered to the ſaid *H.S.* his Executors or Aſſigns, at the Mannor of *S.* at the coming thither of the ſaid *H.* his Executor's Servants or Aſſigns, 400 Conyes or more ſo then ſlaughtered and killed, untill ſuch time as he the ſaid *W. G.* his Executors or Aſſigns, ſhall thereby and therewith have fully delivered to the ſaid *H. S.* his Executors or Aſſigns, all the ſaid 6000 of grey Coneys lawful Ware, ſo to him above bargained and ſold without fraud, Covin or delay.

And, the ſaid *H S.* for him, his Executors, &c. doth covenant, &c. That he the ſame *H.S.* his Executors, ſhall at two ſeveral dayes Weekly, every Week from henceforth (except the time above excepted) reſort and come to *G.* aforeſaid, and there ſhall be ready to receive and take, and ſhall receive and take of the Delivery of the ſaid *W. G.* his Executors or Aſſigns, all the ſaid 400 of Conyes or more, ſo then ſlaughtered and killed, untill ſuch time as he the ſaid *H.* his Executors or Aſſigns ſhall thereby have fully received all the ſaid 6000 Conies lawfull Ware, after the form aboveſaid.

Provided alwayes, and it is fully agreed between the ſaid parties, and either of them, for him, &c. That it ſhall be lawfull to, and for, the ſaid *H. S.* his Executors or Aſſigns, alwayes from time to time, upon the receipt of the ſaid Conies, to refuſe all Bruiſed, Gored, Dogg-bitten, Yawned, Meaſled, and Morkyn Conies: And that, if it chance the ſaid *W. G.* his Executors or Aſſigns, to take and ſlaughter any black Conies, and deliver them to the ſaid *H. S.* his Executors or Aſſigns; That then the ſaid *H. S.* his Executors or Aſſigns, ſhall take and receive every one of thoſe black Conies, being lawfull Ware, ſo to him delivered for grey Conies, and ſo ſhall accompt the ſame on his Tale upon the receipt thereof; any thing before mentioned to the contrary notwithſtanding.

For the which bargain and ſale of ſuch the ſaid 6000 Coneys, and for the true performance of all and every the Covenants, Grants, Premiſſes, Articles, Clauſes, Agreements, and Deliverances aboveſaid, which on the part and behalf of the ſaid *W.G.* his Executors and Adminiſtrators, are to be performed in form as is above Declared: He the ſame *H. S.* for him, his Executors or Aſſigns, well and truly to content and pay, &c. *In Witneſſe, &c.*

An Indenture of Bargain and Sale of a Leaſe and Goods which were extended by a Statute.

THis *Indenture* made, &c. between *C.H.* of &c. on the one part, and *A. C.* on the other part, *Witneſſeth*; That whereas *T.R.* by one Recognizance taken upon the Statute lately made and provided for Recovery and payment of Debts, ſealed before *R.C.* &c. ſtandeth bounden to the ſaid *C.H.* in the Sum of &c. which the ſaid *R.T.* made default and did not pay: Wherefore the ſaid *C.H.* of late extended and delivered unto him by *J. M.* and *W. G.* now Sheriffs of *London*, by vertue of the Kings Majeſties Writs of *Extendi faciatis* and *Liberate*, according to the form of the Statute lately made and provided for Recovery of Debts, as well the body of the ſaid *R.T.* as all his Goods and Chattels, which be hereafter particularly expreſſed: That is to ſay, Firſt, &c. *To have and to hold* unto the ſaid *C.* and his Aſſigns, in full ſatisfaction of his full Debt, together with his Coſts, Charges, and Damages, which he had in that behalf reaſonably ſuſtained, were fully paid, as by the ſaid Writs more at large it doth appear. By force whereof, the ſaid *C.* was, and yet is, of the ſaid Goods, Chattels, and of the ſaid Demiſe or Leaſe called a Chattel, lawfully poſſeſſed, to him, his Executors or Aſſigns, to his and their proper uſe.

Whereupon, Be it known by theſe preſents, That the ſaid *C.* for the Sum of, &c. to him by the ſaid *A. C.* at the enſealing of theſe preſents paid, whereof, &c. and thereof, &c. Hath bargained, ſold, given, granted and delivered; and by theſe preſents doth, &c. unto the ſaid *A.C.* his Executors or Aſſigns, as well the ſaid Demiſe and Leaſe called a Chattel, and all the Right, Title, Property, Poſſeſſion, Intereſt, Demand, and Term of years, which he hath of and in the ſaid Houſe, together with the ſaid Indentures aforenamed made unto the ſaid *R. T.* of and concerning the ſaid Demiſe and Leaſe, as alſo all and ſingular the ſaid other Goods and Chattels before expreſſed and ſpecified by force of the ſaid Extent and Livery, aforeſaid or otherwiſe: *To have*, &c. to the ſaid *A. C.* his Executors and Aſſigns, freely, peaceably and quietly, from, &c. forthward for evermore; without any Let, Suit, Vexation, Claim, Challenge or Contradiction of the ſaid *C.* his Executors and Aſſigns, or of any other perſon or perſons having or claiming any Intereſt, Right or Title in or to the Premiſſes, or any part thereof, by or from the ſaid *C.*: *In witneſs*, &c.

A Bargain and Sale of Land, where the ſame is bound for the payment of part of the Purchaſe money left unpaid.

THis *Indenture, &c.* between *R.J.* of &c. on the one party, and *C.B.* of &c. on the other party, *Witneſſeth*, That for and in the conſideration of the Sum of 50 l. of &c. whereof &c. he the ſaid *R. I.* hath granted, bargained, and ſold, and by theſe preſents doth fully and clearly grant, bargain, and ſell unto the ſaid *C. B.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement, &c. except &c. And the Reverſion and Reverſions of all and ſingular the Premiſſes, except before excepted.

And further, the ſaid *R.* doth by theſe preſents bargain and ſell to the ſaid *C.B.* his Heirs and Aſſigns for ever, all and ſingular Deeds, Evidences, Charters, Eſcripts, and Writings whatſoever, touching or concerning the Premiſſes, or any of them; As in any of which ſaid Deeds, &c. as be in the hands, cuſtody, or poſſeſſion of the ſaid *R.* or of any other perſon or perſons by his bailment or delivery, or which he lawfully may come by, without Suit in the Law.

The ſaid *R.* for him, his Heirs and Aſſigns by theſe preſents, covenanteth to and with the ſaid *C.B.* &c. to deliver or cauſe &c. ſafe and uncancelled to the ſaid *C.B.* at or before the 20. of *A.* next enſuing the date hereof, at the now dwelling houſe of the ſaid *R.I.* in *B.* &c. *To have and to hold* the foreſaid Meſſuage &c. and all and every other the Premiſſes, with their Appurtenances, and the Reverſion and Reverſions thereof (*except before excepted*) to the ſaid *C.B.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *C.* and of his Heirs and Aſſigns for ever, upon condition, that he the ſaid *C.* his Heirs Executors, Adminiſtrators or Aſſigns, ſhall pay or cauſe, &c. unto the ſaid *R.* his certain Attorney, Executors, Adminiſtrators or Aſſigns, the Sum of 120 l. of &c. in manner and form &c. *viz.* 60 l. thereof, on the &c. next &c. at the ſaid now dwelling-Houſe &c. And other 60 l. reſidue and in full payment of the ſaid 120 l. on the &c. which ſhall be &c. at the ſaid now dwelling-houſe &c. *Habend.* *Condition.*

And, the ſaid *R.I.* covenanteth &c. in form &c. That the ſaid *R.* at the time of the enſealing &c. for any act done by him the ſaid *R.* is of all and ſingular the Premiſſes, ſole ſeiſed in Fee-ſimple, of a good, perfect, lawful, and abſolute Eſtate in the Law, to the only uſe of him the ſaid *R.* and of his Heirs and Aſſigns for ever, without any Condition, Mortgage, or Defeazance. And that the Reverſion or Remainder of the Premiſſes, or any part thereof, is not in our ſaid Soveraign Lord the Kings Majeſty. *Seiſed in Fee*

And alſo, That the ſaid *R. I.* his Heirs, Executors, and Adminiſtrators, ſhall from time to time and at all times hereafter, acquit, diſcharge, and exonerate, or upon every reaſonable requeſt, ſufficiently keep harmleſs the ſaid *C.B.* his Heirs and Aſſigns, and every of them, as all and ſingular the Premiſſes, with their appurtenances, before by theſe preſents mentioned, to be granted, *To diſcharge of Incumbrances.*

granted, bargained, or ſold, and every parcel thereof, of and from all and ſingular former Gifts, Grants, Bargains, Sales, Joyntures, Dowers, Title of Dower, Wills, Intails, Leaſes, Bonds, Statutes, Recognizances, Judgments, Executions, Fines, Iſſues, Amerciaments, Annuities, Rents: And of and from all other Titles, Grants, Eſtates, Troubles, Charges, and Incumbrances whatſoever, had, made, done, knowledged, or willingly ſuffered, by the ſaid *R.* or by *J. J.* his Father, or *R. I.* his Uncle deceaſed, or by the Grandfather of the ſaid *R. I.* or by any other of the Anceſtors of the ſaid *R. I.* or by any other perſon or perſons, claiming or making Title, by, from, or under the ſaid *R.* or his ſaid Father, Uncle, or Grand-father, or any Anceſtor or Anceſtors of the ſaid *R. I.* the chief Rents and Services from henceforth to become due, for the Premiſſes, to the chief Lord or Lords of the Fee or Fees of the ſame, and one Leaſe heretofore granted of *&c.* which ſhall expire and clearly determine within *&c.* now next coming, whereupon there is reſerved the yearly Rent of &c. and one other Leaſe &c. which ſaid ſeveral yearly Rents from henceforth, during the continuance of the ſaid ſeveral Leaſes, ſhall be due and payable to the ſaid *C.* his Heirs and Aſſigns, only except and forepriſed.

For quiet enjoyment.

And further, the ſaid *R.* Covenanteth, That he the ſaid *C.* his Heirs, and Aſſigns, and every of them ſhall or may from henceforth for ever, to his and their own proper uſe and behoof, lawfully, peaceably, and quietly, have, hold, occupy, poſſeſs, inherit, and enjoy, all and ſingular the premiſſes, and every part and parcel thereof, diſcharged or ſaved harmleſs, as is aforeſaid: And alſo may have, perceive, receive, levy, take, and enjoy, all and every the Rents, Iſſues, and Profits thereof coming and growing; According to the purport and true meaning of theſe preſents, without the let, trouble, eviction, action, ſuit, entry, or interruption of the ſaid *R.* his Heirs or Aſſigns, and without any lawful let &c. of any other perſon or perſons, by means of any act or acts, thing or things whatſoever, had, made, done, or willingly ſuffered by the ſaid *R. I.* or his ſaid Father, Uncle, or Grandfather, or by any of them, or by any other Anceſtor or Anceſtors of the ſaid *R. I.* other then ſuch perſons as any thing claim, by reaſon of the ſaid Leaſes before excepted, or any of them, and for and concerning only the Title and Intereſt of the ſaid ſeveral Leaſes, and the Condition aforeſaid.

To make further aſſurance.

And alſo, That he the ſaid *R. I.* and all and every other perſon and perſons lawfully claiming, having, or pretending to have, or that hereafter ſhall or may lawfully pretend, claim, or ought to have any Eſtate, Right, Title, Reverſion, Remainder, or other thing whatſoever, in or to the Premiſſes, or any part or parcel thereof, by, from, or under the ſaid *R. I.* or his ſaid Father, Uncle, or Grandfather, or other Anceſtor or Anceſtors aforeſaid, or any of them, except only ſuch perſon or perſons as ſhall claim for or by reaſon of the Leaſes before excepted, or any of them, and for and concerning the Title and Intereſt of their ſaid ſeveral Leaſes, ſhall and will within reaſonable time, when and as often as he, they, or any of them, ſhall be thereunto reaſonably required by the ſaid *C.* his Heirs or Aſſigns, within the ſpace of 5 years, next enſuing the date hereof, at the coſts and charges in the Law of the ſaid *C.* his Heirs

Heirs and Aſſigns, do, make, knowledge, levy, and execute, and ſuffer to be done, &c. all and ſingular ſuch Fines, Feoffments, Recoveries, Eſtates, Aſſurances, Acts and Things whatſoever, of, for, and concerning the Premiſſes, and every, or any parcel thereof, or the Aſſurances and Conveyances thereof, and of every or any parcel of the ſame. As by the ſaid *C.* his Heirs or Aſſigns, or his or their Councel, &c. ſhall be lawfully and reaſonably deviſed, adviſed, or required, according to the true meaning and intent of theſe preſents. *And*, that all the ſaid Fines, Feoffments, Recoveries, and other Conveyances and Aſſurances aforeſaid, and every of them ſhall be, and all and ſingular perſon and perſons whatſoever, which now, or at any time hereafter, ſhall or may have or claim any Eſtate, Title, or Intereſt, of, in, or out of the Premiſſes, or any part thereof, by, from, or under; or by force or means of the ſaid Fines, Feoffments, Recoveries, and other Conveyances and Aſſurances aforeſaid, or any of them, ſhall at all times, from and after every Execution or Executions of the ſaid Fines, Feoffments, Recoveries, or other Conveyances or Aſſurances aforeſaid, or any of them, ſtand and be ſeized of all and ſingular the ſaid Premiſſes, before by theſe preſents granted, to the onely uſe and behoof of the ſaid *C.* and of his Heirs and Aſſigns for ever, upon the condition before by theſe preſents limited.

Provided always, That if default be made of, or in the payment of the ſaid Sum of 120 *l.* or any part thereof, contrary to the form aforeſaid; That then the Grant, Bargain and Sale, by theſe preſents made of the Premiſſes, and all the Covenants, Grants, and Articles, by theſe preſents, made of the part of the ſaid *R.* ſhall be void, and of none effect. *Proviſo.*

And, the ſaid *C.* for him, his Heirs and Aſſigns, and every of them, and every other perſon ſeized to his, their, or any of their uſes, doth by theſe preſents covenant and grant, to and with the ſaid *R. I.* his Heirs and Aſſigns, that then and from thenceforth, after ſuch default made, of or in payment of the ſaid Sum of 120 *l.* or any part thereof as aforeſaid, and ſingular the Fines, Feoffments, Recoveries, and other Conveyances and Aſſurances afore mentioned, for any act to be done by the ſaid *C.* his Heirs or Aſſigns, or any other perſon or perſons, by his or their means, ſhall be to the onely uſe of the ſaid *R.* his Heirs and Aſſigns for ever. And that then, and from and after ſuch default made, it ſhall be lawful, to and for the ſaid *R.* his Heirs & Aſſigns, without any lawful let or interruption of the ſaid *C.* his Heirs and Aſſigns, or of any other perſon or perſons, by his or their means, into all and ſingular the Premiſſes, wholly to re-enter, and the ſame to re-poſſeſs and have again, as in his former Eſtate, clearly diſcharged or ſaved harmleſs, of all Charges, Dowers, and Incumbrances whatſoever, made or done by the ſaid *C.* his Heirs or Aſſigns, or any other perſon or perſons, claiming by or from the ſaid *C.* his Heirs or Aſſigns, or any other ſeized to his or their uſes; Theſe preſents, or any thing in them contained, or any thing whatſoever, to the contrary thereof, &c.

And, the ſaid *C. B.* covenanteth &c. That he the ſaid *C.* his Heirs or Aſſigns, after default made, of or in payment of the ſaid Sum of 120 *l.* or any part thereof, contrary to the form aforeſaid, and upon reaſonable requeſt within The Bargainee to re-deliver the Deeds in caſe of payment.

within two Months after ſuch requeſt, ſhall re-deliver or cauſe &c. to the ſaid *R.* his Heirs or Aſſigns, all ſuch Deeds Evidences and Writings, as the ſaid *R.* his Heirs or Aſſigns, before ſuch default making, ſhall have delivered to the ſaid C. his Heirs or Aſſigns, touching the Premiſſes or any part thereof, and that in as good caſe as the ſame were received by the ſaid *C.* his Heirs or Aſſigns, of the ſaid *R.* his Heirs or Aſſigns.

The Bargainor to give acquittance for mony received.

And, the ſaid *R. I.* Covenanteth &c. That he the ſaid *R.* his Heirs Executors Adminiſtrators or Aſſigns, or his or their certain Attorney, from time to time, when and ſo ſoon as the ſaid *C.* his certain Attorney Executor or Adminiſtrator, ſhall, according to the tenor of theſe preſents, have made any payment of any Moyety of the ſaid Sum of 120 l. ſhall and will make and deliver, or cauſe &c. to the ſaid *C.* or lately his certain Attorney Executors Adminiſtrators or Aſſigns, as ſhall make every or any ſuch payment, a good and ſufficient Acquittance and diſcharge in the Law, under the hand and ſeal of the ſaid *R.* his Heirs Executors Adminiſtrators or Aſſigns, of and for ſuch Moyety of the ſaid Sum of 120 l. as ſhall be ſo paid as aforeſaid: *In witneſs, &c. A Feoffment upon Condition aforeſaid.*

A Bargain and Sale of an Annuity granted by a Fine.

Recitall.

THis *Indenture &c.* between *W. G.* &c. and *E.* his Wife on the one party, and *S. P.* eldeſt Son of *R. P.* Citizen, &c. on the other party, *Witneſſeth*, That whereas *W. H.* of *C.* and *M.* his Wife, by one Fine, Sur Grant, and Render levied before the Kings Majeſties Juſtices of his Common Bench at *W.* in the Term of St. *M.* in the 14. year &c. did grant to the ſaid *W. G.* a certain yearly Rent of 9 l. 13 s. 4 d. going out of two Meſſuages and two Shops, with their appurtenances in *W.* &c. and the ſame to the ſaid *W. G.* did render in the ſaid Court; *To have, and perceive* the ſaid annual Rent of &c. to the ſaid *W. G.* and his Heirs, at the Feaſts of &c. by eaven portions yearly to be paid: And if it happen the ſaid yearly Rent of &c. or any part thereof to be behind in part or in the whole, after any Feaſt of the Feaſts aforeſaid, in which it ought to be paid, and not paid by the ſpace of 40. dayes, being asked; that then the ſaid *W. H.* and the Heirs of the ſame *W.* ſhall forfeit to the ſaid *W. G.* and his Heirs 13 s. 4 d. in the name of a Pain, as often as the ſame yearly Rent of &c. or any part thereof ſhall be ſo behind: And that then and ſo often it ſhall be lawful to the ſaid *W. G.* and his Heirs, into the ſaid Meſſuages and Shops, with their appurtenances, to enter and diſtrain, and the Diſtreſſes ſo there taken and had, lawfully to lead, carry, and drive away, and with him to detain, untill he ſhall be fully ſatisfied and paid, as well of the ſaid yearly Rent of &c. with the Arrerages thereof, if any ſhall be, as alſo of the ſaid 13 s. 4 d. in the name of a pain as aforeſaid; As by the ſaid Fine amongſt other things therein contained, more plainly will appear.

Habend.

Nomine pœnæ upon default of payment.

Diſtreſs.

Now

Now, the ſaid *W. G.* for and in conſideration of the ſum of &c. whereof, &c. hath bargained and ſold, and by theſe preſents doth bargain and ſell unto the ſaid *S. P.* and his Heirs for ever, the ſaid yearly Rent of &c. as being out of the ſaid two Meſſuages and two Shops aforeſaid, and all the eſtate, right, title and Intereſt of the ſaid *W. G.* and his Heirs, of, in, and to the ſame yearly Rent. *To have, hold*, perceive, receive, and enjoy the ſaid yearly Rent of &c. at the ſaid ſeveral Feaſts abovеſaid, and as the ſame ſhall grow due and payable unto the ſaid *S. P.* his Heirs and Aſſigns for ever, to the only uſe of the ſaid *S.* and of his Heirs and Aſſigns for ever. *And*, the ſaid *W. G.* Covenanteth &c. in form &c. That the ſaid yearly rent now is, and for ever hereafter ſhall be, ſtand, and continue to the ſaid *S. P.* and his Heirs clearly and freely diſcharged and acquitted, or otherwiſe from time to time, and at all times upon reaſonable requeſt, ſhall be well and ſufficiently ſaved harmleſs by the ſaid *W. G.* his Heirs Executors and Adminiſtrators, of, and from all and ſingular former bargains, ſales, gifts, grants, titles, troubles and incumbrances whatſoever, had, made, done, or procured by the ſaid *W. G.* or by his knowledg, conſent or procurement.

Bargain &c.

Habend.

Diſcharge of Incumbrances.

And further, That he the ſaid *W. G.* and the ſaid *E.* his Wife, and the heirs of the ſame *W.* and all and every other perſon or perſons, having, or which ſhall have or lawfully claim, or pretend to have any former Eſtate, right, title, or Intereſt of, in, or to the ſaid yearly rent of &c. by, from, or under the eſtate of the ſaid *W. G.* from time to time upon reaſonable requeſts within two years next comming, at the coſts and charges in the Law only of the ſaid *S.* his Heirs or Aſſigns, ſhall, and will, do, make, knowledg, ſuffer, execute and cauſe &c. all and every ſuch further lawful and reaſonable act and acts, thing and things, for the further and more better aſſurance, and ſure making of the ſaid yearly rent of &c. to be had and made ſure to the ſaid *S.* his heirs and Aſſigns, to his and their own uſe and uſes for ever, as by the ſaid *S.* his Heirs or Aſſigns, or his or their learned Councel in the Laws of this Realm ſhall be lawfully and reaſonably deviſed or adviſed and required. *In witneſs, &c.*

Further Aſſurance.

A Bargain and Sale by a man and his Wife, ſhe being a Co-heir of a 3d *part of certain Land in poſſeſſion, and of a Moiety of another* 3d *part of the ſame Land in Reverſion after the death of the late Huſband of one of the Co-heirs Tenant by Curteſy.*

THis *Indenture, &c.* between *E. M.* and *M.* his wife, one of the Daughters and heirs of *A. P. Kt.* deceaſed, on the one party, and *G. M.* &c. on the other party: That whereas the ſaid *A. P. Kt.* was in his life time lawfully ſeiſed in his Demeſne as of Fee, of, and in one capital Meſſuage or Tenement, with the appurtenances; and all Shops, Cellars, &c. to the ſaid capital Meſſuage belonging &c. And the ſaid *A.* ſo being of the ſaid capital Meſſuage and

Recital.

and Premiſſes, with the appurtenances ſeiſed, dyed thereof ſeiſed; by, and after whoſe death the ſaid capital Meſſuage or Tenement with the appurtenances, deſcended and came to *E. M.* and *A.* as the Daughters and Heirs of the ſaid *A. P.* which *M.* the ſaid *E. M.* hath married, and taken to wife; and whereas alſo the ſaid *E.* whom one *A. R.* took to wife is now deceaſed, having no Iſſue of her body now living. *Now*, this Indenture *witneſeth*, that the ſaid *E. M.* and *M.* his Wife, for and in conſideration of the ſum of Bargained, &c. 120 l. of &c. whereof &c. have bargained and ſold, and by theſe preſents do bargain and ſell unto the ſaid *G. M.* his heirs and Aſſigns, as well all that the 3d part of the ſaid capital Meſſuage or Tenement with the appurtenances, and the 3d part of all the ſaid Shops &c. as the Moyety of all that the Reverſion of the 3d part of the ſaid Meſſuage and Premiſſes which the ſaid *A. R.* holdeth for the term of his life as Tenant by the Curteſy of *England*, and all the right, title, &c. together with all the Deeds, Evidences, &c. *To have and to hold* the 3d part, and the ſaid Moiety of the ſaid Reverſion, of the 3d part of the ſaid Meſſuage &c. and of all the ſaid Shops &c and all their eſtates, titles and intereſts, in, and to the premiſſes to the ſaid *G. M.* his heirs and Aſſigns for ever, to the only uſe &c. *And*, the ſaid *E. M.* Covenanteth &c. that they the ſaid *E.* and *M.* his Wife, and the heirs and Aſſigns of the ſaid *M.* ſhall, during the ſpace of 5 years, at the reaſonable requeſt of the ſaid *G.* his heirs or Aſſigns, at his and their own proper coſts and charges during the ſaid term of 5 years make to the ſaid *G.* and his heirs, all ſuch further aſſurance &c. be it by Deed inrolled &c. or otherwiſe, as by the ſaid *G.* or his Councel ſhall be deviſed &c. and that the ſaid 3d part and Moiety of the Reverſion of the other 3d part of the ſaid Meſſuage &c. is free of incumbrances done by the Vendors, or by any by their means, (the Rents and Services except &c.) *In witneſs &c.*

Habend.

Covenant for further aſſurance.

A Sale or Tranſport of goods arreſted and ſtayed in Flanders *by the King of* Spains *Authority, and of all recompences which may be had for the ſame.*

THis *Indenture &c.* between *J. S.* &c. on the one part, and *R. P.* and *R. B.* &c. on the other part, *Witneſſeth*, That whereas the ſaid *J. S.* lately before Chriſtmas, in the year &c. did ſhip in the Port of *L.* to be diſcharged at *A.* in *B.* divers woollen Clothes in a Ship whereof was Maſter one *W. H.* to the value of &c. And whereas alſo about the ſame time the ſaid *J. S.* had ſhipped at *A.* aforeſaid to be diſcharged at *L.* in a ſhip whereof was Maſter, &c. divers Forraign goods, merchandiſes and commodities, amounting to the value of &c. of *F.* money: All which ſaid clothes, goods, merchandiſes and commodities by reaſon of the late reſtraint of entercourſes made between the King of *Spains* Subjects, and the Subjects of the Kings Majeſty were ſtaied and arreſted by the Kings Authority in *F.* and there detained, as more plainly appeareth, Recorded and Entred before the Kings Majeſties Commiſſioners here in *E.* in that behalf appointed. Now,

Now, the ſaid *J. S.* for, and in conſideration of a certain ſum of money by him had, and already received of the ſaid *R.* and *R.* hath granted, bargained, ſold, and aſſigned, and by theſe preſents doth grant &c. to the ſaid *R.* and *R.* all and ſingular the ſaid clothes, merchandiſes, goods, and commodities aforeſaid for their own uſe, to them, their Executors and Aſſigns, to be had, taken and enjoyed, as they or any of them may be gotten or come by for ever, together with all and every ſuch allowance, recompence and ſatisfaction whatſoever, which is or ſhall be limited, allowed, or aſſigned to the ſaid *J. S.* his Executors or Aſſigns for the Premiſſes, or any part thereof, or which may or ſhall be had or taken by the ſaid *J.* his Executors and Aſſigns, by way of any ſuch allowance, recompence, or ſatisfaction any manner of way. *And*, the ſaid *J. S.* for him &c. doth Covenant &c. in form &c. that the ſaid *R.* and *R.* their Executors and Aſſigns, or any of them, for, and in the name or names of the ſaid *J. S.* his Executors and Adminiſtrators, or otherwiſe as it ſhall be requiſite, ſhall, or may ask, demand, take, and receive all, and all manner of ſatisfaction, recompence, and allowance whatſoever to be had, made, or given to the ſaid *J. S.* his Executors, or Aſſigns, for the Premiſſes, or any part thereof, without the let, hinderance, gainſaying, or interruption, of the ſaid *J.* his Executors, or Adminiſtrators; and that the ſaid *R.* and *R.* their Executors, and Adminiſtrators, or any of them, for and in the name or names aforeſaid, may lawfully compound and agree for the Premiſſes, and every or any part thereof; And thereupon make, ſeal, and deliver ſuch Releaſe and Releaſes, or any other diſcharge in the name or names aforeſaid, as to them the ſaid *R.* or *R.* their Executors or Aſſigns, or any of them ſhall ſeem requiſite. And that to the getting, obtaining, and enjoying of all or any of the Premiſſes, according to the true intent and meaning of theſe preſents; It ſhall and may be lawful to the ſaid *R.* and *R.* their Executors or Aſſigns, or any of them, from time to time, and at all times, to do, knowledg, execute, and finiſh, all and every thing and things, for and in the name or names of &c. as thereunto ſhall be needful in any wiſe.

And further, that the ſaid *J. S.* heretofore hath not had or received the Premiſſes, or any part thereof, or any ſatisfaction or recompence for the ſame, or any part thereof, or hereafter without the conſent of the ſaid *R.* &c. ſhall not receive or take the Premiſſes, or any part thereof, or any ſatisfaction for the ſame, or any part thereof, neither ſhall do or knowledg any thing which ſhall let or hinder the ſaid *R.* and *R.* their Executors or Aſſigns, to have, take, and enjoy for their own uſe, the Premiſſes, and every part thereof, according to the true meaning of theſe preſents. *In witneſs, &c.*

A Bargain and Sale of a Reverſion or Remainder in Land well paſſed.

THis Indenture, &c. Between *W. P.* the elder, of *L.* Gent. Son of *M. P.* late of *L.* aforeſaid, Gent. deceaſed, and of *A.* his wife, Daughter of *K. D.* late of St. *B.* of *L.* Widow, deceaſed, on the one party, and *M. L.* of *L.* Widow, on the other party, *Witneſſeth*, That the ſaid *W. P.* for and in conſideration of 120 *l.* of &c. Hath given, granted, bargained, and ſold, and by theſe preſents doth fully, clearly, and abſolutely, give, grant, bargain, and ſell unto the ſaid *M. L.* her Heirs and Aſſigns for ever, all that Meſſuage or Tenement, &c. and all and ſingular Cellars, Sollers, Rooms, Back-ſides, Yards, void Grounds, Lights, Eaſements, Commodities, and Appurtenances whatſoever, to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining: And the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the Premiſſes, and of every part thereof. And all the Eſtate, Right, Title, Intereſt, Claim, and Demand, of him the ſaid *W. P.* of, in, and to the ſaid Meſſuage or Tenement, and other the Premiſſes, with their Appurtenances. And alſo all and ſingular Deeds, Evidences, Charters, Wills, Writings, Eſcripts, and Mynuments whatſoever, touching or concerning the Premiſſes, or any part or parcel thereof: *To have and to hold* the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes before herein bargained and ſold, or mentioned to be bargained and ſold, from, in, and after &c. unto the ſaid *M. L.* her Heirs and Aſſigns, to and for the onely and proper uſe and behoof of the ſaid *M. L.* and of her Heirs and Aſſigns for ever.

Conſideration, Bargain, and Sale.

Deeds, &c.

Habendum, &c.

And, The ſaid *VV. P.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant, promiſe, and grant, to and with the ſaid *M. L.* her Heirs, Executors, and Aſſigns, and every of them, by theſe preſents, in manner &c. that is to ſay, That he the ſaid *VV. P.* at the time of the enſealing and delivery of theſe preſents, is, and ſtandeth rightfully, and abſolutely ſeiſed of the immediate Remainder or Reverſion of the ſaid Meſſuage or Tenement, and other the Premiſſes, with the Appurtenances, depending in an Eſtate for term of the natural life of the ſaid *A. P.* of, and in the ſame as of Fee and Right, to the onely uſe and behoof of the ſaid *VV. P.* and of his Heirs and Aſſigns for ever, without any condition or limitation of uſe or uſes whatſoever. And that he the ſaid *VV. P.* now hath full power, good right, and lawful authority, in and by the Law, to bargain, ſell, and aſſure the ſaid Reverſion or Remainder of the ſaid Meſſuage or Tenement, and of all and ſingular other the Premiſſes, above by theſe Preſents, mentioned, to be hereby bargained and ſold, with all and ſingular the Appurtenances unto the ſaid *M. L.* her Heirs and Aſſigns, to the onely uſe and behoof of the ſaid *M.* and of her Heirs and Aſſigns for ever, in manner and form aforeſaid.

Covenants that he is ſeiſed of the Reverſion or Remainder in Fee, &c.

Power to ſell.

[*Hee*

[*Here followeth a Covenant for diſcharge of Incumbrances.* And, *Another for making further Aſſurance.*] And alſo; that the ſaid *A. P.* ſhall within the ſpace of 6 moneths next, after reaſonable requeſt to be made by the ſaid *M. L.* her Heirs, Executors, or Aſſigns, in due form of Law, attorn Tenant to the ſaid *M. L.* her Heirs or Aſſigns, of the ſaid Meſſuage or Tenement, or other the Premiſſes, for and in reſpect of the ſaid *A.* her ſaid Eſtate of and in the ſame. And further, that ſhe the ſaid *M. L.* heir Heirs and Aſſigns, to her and their own proper uſe and behoof from time to time, and at all times, from and after the deceaſe of the ſaid *A. P.* ſhall or may lawfully, peaceably and quietly have, hold, occupy and enjoy the ſaid Meſſuages, or Tenements, and all and ſingular other the Premiſſes, with the Appurtenances. And the Rents, Iſſues, Revenues, and Profits thereof continuing or growing to her and their own proper uſe and behoof, ſhall or may receive, perceive, and enjoy, without any ler, reſiſtance, diſturbance, eviction, moleſtation, or interruption of the ſaid *W. P.* his Heirs or Aſſigns, or any of them, and without any lawful ler, reſiſtance, diſturbance, eviction, moleſtation, recovery, or interruption, of any other perſon or perſons whatſoever, other then the ſaid chief Lord or Lords, of Fee or Fees, of the Premiſſes, for and in reſpect onely of their Services. *In witneſs, &c.*

That the particular Tenants life ſhall attorn.

That the Vendee ſhall enjoy without Interruption.

A Bargain and Sale by Executors of a Houſe, which is deviſed to be ſold to the moſt advantage.

THis *Indenture*, &c. between *A. G.* &c. *J. B.* eldeſt Son of *T. B.* late &c. deceaſed, and *P. B.* ſecond Son of the ſaid *T.* Executors of the laſt Will and Teſtament of the ſame *T.* on the one party; and *N. B.* &c. on the other party, *Witneſſeth*, That whereas the ſaid *T. B.* in his life-time, was ſeiſed in his Demeſne as of Fee, of and in all the great Meſſuage and Tenement &c. with all and ſingular Shops, &c. to the ſame Meſſuage, and other the Premiſſes, or any part thereof, by any means belonging or appertaining, or uſed with the ſame, &c. And the ſaid *T. B.* being ſo ſeized of the ſaid Meſſuage, and other the Premiſſes, did make his laſt Will and Teſtament in writing, dated &c. and thereby did will and deviſe the ſaid Meſſuage and Tenement, with the Appurtenances, in form as followeth, that is to ſay; *Item*, I will, that my Manſion-houſe, with the Appurtenances, be ſold to the moſt advantage, and the money thereof to be divided equally amongſt my Children part and part like. *Provided always*, That if *M.* my Daughter be then marryed, or towards marriage, that ſhe have my Houſe before any other, giving as much therefore as any other, ſo and in ſuch ſort, as the reſt of my Children be no: hindred thereby: And then of the ſame his laſt Will and Teſtament, did order and make his Executors the ſaid *A. J.* and *P.* as by the ſame laſt Will and Teſtament may plainly appear.

And

And after died seized of the Premisses, of such Estate as aforesaid. And for as much as *M.* the said Daughter of the said *T.* is now marryed unto one *H.G.* and proffer hath been made to her and her Husband, to have the said House afore any other, giving as much therefore as any other; And thereupon the said *M.* and her Husband, have clearly refused so to have the same house. The said *A.F.* and *P.* for and in consideration of the Sum of 466 *l.* 13 *s.* 4 *d.* of &c. to them before-hand, paid by the said *N.B.* (which is the most advantage, that the said Mansion-house might in any wise be sold for.) Of which said Sum of &c. have bargained, and sold, and granted, and by these presents do grant, bargain, and sell to the said *N.* and his Heirs for ever, all the said Messuage or Tenement, scituate &c. with all and singular Shops, &c. to the same belonging or appertaining, or in any wise used with the same, or accepted as part thereof, in the time of the said *T.B.* or at any time since, scituate, lying, and being between such Bounds and Limits as is aboveſaid. And also the Reversion and Reversions of all and singular the above-bargained Premisses; and all and singular Deeds, &c. which the same *A.F.* and *P.* have touching the same, or which they &c. *To have and to hold* the said Messuage and Tenement, and all other the above-bargained Premisses, with the Appurtenances, and the Reversion and Reversions thereof to the said *N.* his Heirs and Assigns for ever, to the onely use of the said *N.* &c.

Bargain.

Covenant to deliver the Wools.

And, The said *A.G.* for him &c. covenanteth with the Vendee, &c. the Premisses to stand for ever, to the said *N.B.* discharged of all Incumbrances by the said *A.* or his procurement. The chief Rents and Services &c. onely except and foreprised. And further &c. [*A Covenant by the said A. for further Assurance.*] *In Witness*, &c.

A Sale of Wooll.

THis *Indenture*, &c. between *R. K.* on the one part, and *R.W.* on the other part, *Witnesseth*, That the said *R. K.* hath bargained and sold, and by these presents doth &c. unto the said *R.W.* all the Wools of the proper growth of the Sheep of the said *R. K.* this present year, being by estimation the Wooll of 5400 Sheep, or thereabouts, at the price of 22 *s.* of &c. the Todd; all the same Wools to be waighed by the half Sack, which is 6 Todds and a half at a draught; and, at every second draught, to allow unto the said *R.W.* his Executors or Assigns, one Fleece of Wooll for over-waight, according as the use and custome hath heretofore been at *F.* aforesaid: And all the said Bargain of Woolls to be well washed, and to be wrought by a sworn man, as the Woolls of the said *R. K.* hath heretofore accustomarily been: In consideration of which said Bargain of Woolls, the said *R.W.* hath paid and delivered to the said *R.* the Sum of 500 *l.* of &c. whereof the said *R.* acknowledgeth the Receipt accordingly by these presents.

And

And, The ſaid *R.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant, to and with the ſaid *R. W.* his Executors and Aſſigns, by theſe preſents, That he the ſaid *R.* his Executors, Adminiſtrators, or Aſſigns, at his, or their own proper coſts and charges, ſhall and will well and truly deliver, or cauſe &c. to the ſaid *R.W.* his Executors or Aſſigns, all the ſaid bargain of Wools of the ſaid kind, growth, and goodneſs aforeſaid, at or before the laſt day of *S.* next coming, after the date hereof, at the Manor-place of the ſaid *R.* ſcituate in *F.* aforeſaid.

And, The ſaid *R.W.* for him, &c. covenanteth &c. That he the ſaid *R.W.* his Executors, Adminiſtrators, or Aſſigns, at and upon the full delivery of the ſaid bargain of Wools at *F.* aforeſaid, ſhall well and truly content and pay, or cauſe &c. to the ſaid *R.* his &c. the reſt and reſidue of ſuch Sums of money, as the ſaid bargain of Woolls, at the price above ſpecified, ſhall amount unto, over and above the ſaid 500 *l.* paid and diſburſed by the ſaid *R.* to the ſaid *R.* before-hand, upon the bargain of Wools as aforeſaid.

And, The ſaid *R.* covenanteth &c. That if the ſaid bargain of Woolls, at and upon the delivery thereof as aforeſaid, ſhall not amount to the full Sum of 500 *l.* after the rate and price of 22*s.* the Todd, that then he the ſaid R. his Executors or Aſſigns, at or upon the delivery of the ſame Wools, ſhall well and truly content and pay, or cauſe &c. to the ſaid *R.* his Executors and Aſſigns, all ſuch money, as the ſame Woolls ſhall want of the ſame 500 *l.* at the rate and price aforeſaid, without fraud or covin. *In Witneſs, &c.*

A Bargain and Sale by two Co-heirs in Land, of a Reverſion.

THis Indenture, &c. Between *J.K.* &c. and *K.* his wife, and *E. C.* &c. Heirs of *J.S.* deceaſed, on the one part, and *T. B.* &c. on the other part, *Witneſſeth*, That whereas of *A.S.* of *B.* in the County of *H.* Widow, late the wife of *W.S.* deceaſed, now is lawfully ſeized of an Eſtate of Free-hold, for term of her life, of and in one Meſſuage ſet and builded in *B.* aforeſaid, and of and in divers Lands, Meadows, and Paſture, lying and being in the Pariſhes of &c. containing by eſtimation 20 Acres, be they more or leſs; the Reverſion of two ſix parts, of all and ſingular the Premiſſes, do ſeverally belong and appertain to the ſaid *J. K.* and *K.* his Wife, and *E. C.* and *M.* his wife, as to two of the Sifters and Heirs of the ſaid *J. S.*

Recital of the Eſtate for life in being. Of Free-hold.

And, whereas alſo the ſaid *J. K.* did late purchaſe to him and his Heirs of *W.H.* of &c. and of *R.* his wife, and of *T.E.* of *H.* &c. and *A.* his wife, two other of the Sifters and Co-heirs of the ſaid *J. S.* their 2 ſix parts, of all and ſingular the Premiſſes, that is to ſay, one 3d part of all the ſame Premiſſes, as by one Indenture betwixt them thereof made, and bearing date the 13. day of *M.* now laſt paſt more plainly will appear. The ſaid *I. K.* and *K.* his.

his wife, for the Sum of 60 *l.* of &c. to them paid, before the enſealing of theſe preſents by the ſaid *T. B.* have given, granted, bargained, and ſold; *And*, by theſe preſents do &c. unto the ſaid *T. B.* and to his Heirs and Aſſigns for ever, as well all the ſixt part of the ſaid *I. K.* and *K.* his wife, which they hav in the right of the ſame *K.* of and in the ſaid Meſſuage, and all other the Premiſſes; as alſo, all thoſe 2 ſixt parts, or one 3d part, of all and ſingular the ſame Meſſuage and Premiſſes, ſo by the ſaid *I. K.* purchaſed of the ſaid *W. H.* and *R.* his wife, and *T. E.* and *A.* his wife, as aforeſaid; and all the Eſtate, Right, Reverſion, Title, Intereſt, part, parts, and purparts whatſoever, which they the ſaid *I. K.* and *K.* his wife have, or either of them hath, or ought to have, of, in, or to the ſaid Meſſuage and Premiſſes, or to every, or any part or parts thereof whatſoever; and alſo, the ſaid *E. C.* and *M.* his wife, for the ſum of 24 *l.* of &c. have aliened, granted, bargained and ſold, and by theſe preſents &c. to the ſaid *T. B.* and to his Heirs or Aſſigns for ever, all the ſixt part of the ſaid *E.* and *M.* which they have in the right of the ſame *M.* of and in the ſaid Meſſuage, and all other the Premiſſes, and all their Eſtate, Right, Title, Reverſion, Intereſt, part, parts, and purparts whatſoever, which they the ſaid *E.* and *M.* his wife have, or either of them hath, or ought to have, of, in, or to the ſaid Meſſuage and Premiſſes, or in, or to every, or any part or parcel thereof whatſoever; and the ſaid *I. K.* and *K.* his wife, and the ſaid *E. C.* and *M.* his wife, for the conſideration aforeſaid, do by theſe preſents bargain, and ſell to the ſaid *T. B.* all the Deeds, Charters, Evidences, and Writings, touching the Premiſſes, and every of them ſeverally do promiſe and grant to deliver unto the ſaid *T.* upon reaſonable requeſt at any time, ſo many of the ſaid Evidences, as they, or any of them have, or without Suit may come by, without any manner of fraud or covin; *To have and to hold* all the ſaid parts of the ſaid Meſſuage and Premiſſes, with all and ſingular their Appurtenances, and all other the Premiſſes, by theſe preſents, above bargained and ſold to the ſaid *T. B.* and to his Heirs and Aſſigns for ever, to the onely uſe, &c.

Habend.

Covenant for knowledging of Fines.

And, The ſaid *I. K.* and *E. C.* for themſelves, and for their Wives, their Heirs, Executors, and Adminiſtrators, and every of them, do ſeverally and apart, every of them onely for the part of himſelf, and of the Heirs, Executors and Adminiſtrators, Covenant and Grant to, and with the ſaid *T. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe preſents, in manner and form &c. that they the ſaid *I. K.* and *K.* his wife, for their part; and alſo that the ſaid *E. C.* and *M.* his wife, for their part, at the coſt and charges in the Law of the ſaid *T. B.* or of his Executors or Adminiſtrators in this preſent *H.* Term, holden at *Weſtmin.* by Fine, to be orderly levied and recorded before the Juſtices of the Court of *Common-Pleas* &c. ſhall grant to the ſaid *T.* and his Heirs, all the ſaid 4 ſixt parts of the ſaid Meſſuage, Lands, and Tenements, and all other the Premiſſes, by theſe preſents above bargained and ſold by the name of 4 Parts, into 6 parts divided of one Meſſuage, one Barn, one Garden, one Orchard, 22 Acres of Land, 2 Acres of Meadow, 15 Acres of Paſture, with their Appurtenances in *B. L. A. W. A.* and *T.* in the ſaid County of *H.* into 6 parts, divided as aforeſaid, and the ſame ſhall ſeverally warrant

warrant againſt them and the Heirs of the ſaid *K.* and *M.* for ever; and that the ſaid Meſſuage and Premiſſes, and every of them at the time of the levying and Engroſſing of the ſaid Fine, ſhall be and ſtand clearly acquitted and diſcharged, or otherwiſe or at all times ſufficiently ſaved harmleſs by the ſaid *J.K.* his Heirs or Executors for the part of the ſaid *J.* and *K.* his wife; and by the ſaid *E.* his Heirs or Executors for the part of the ſaid *E.* and *M.* his wife of and from all and ſingular former Bargains, Sales, Grants, Titles, Eſtates and Incumbrances whatſoever, had, made, granted, or willingly ſuffered by the ſaid *J.K.* and *K.* his wife on their part, and by the ſaid *E.C.* and *M.* his wife on their part, and alſo the ſaid *J. K.* and *K.* his wife on their behalf and their Heirs. For diſcharge of Incumbrances.

And, the ſaid *E.C.* and *M.* his wife on their behalf, and the Heirs of the ſaid *M.* ſhall and will at all time and times during 4. years next &c. at, and upon the reaſonable requeſt, coſts, and charges in the Law of the ſaid *T. B.* his Heirs or Aſſigns, do ſuffer and acknowledg all and every ſuch thing or things, act and acts in the Law, with ſuch warranty as aforeſaid, as ſhall be reaſonably deviſed or adviſed by the learned Councel of the ſaid *T. B.* or of his Heirs or Aſſigns, for the aſſurance, ſure conveying and ſure-making of all the ſaid 4. ſixt parts, and of all other part and parts, and of all the Eſtate, Right, Title, Reverſion and Intereſt which the ſaid *J.* and *K.* his wife, and their Heirs, and which the ſaid *E.* and *M.* his wife, and the Heirs of the ſaid *M.* ſeverally have, or may have, or claim to have, to, of, or in the ſaid Meſſuage, or other the Premiſſes to be had, conveyed and made ſure to the ſaid *T. B.* his Heirs and Aſſigns, to, and for the only uſe and behoof of the ſaid *T.* and of his Heirs and Aſſigns for ever. *In witneſs, &c.* For further aſſurance.

A Bargain and Sale of a Reverſion, or Remainder of the third part of certain Lands.

THis *Indenture made, &c.* between *R.T.* &c. on the one part, and *J.L.* &c. on the other part, *Witneſſeth*; That whereas the late King *C.* 1. by his Letters Patents under the great Seal of *E.* bearing date at *W.* &c. did amongſt divers other things, Give and Grant to *A.B.* the Scite, Circuit and Precinct of the late diſſolved Monaſtery or Priory of *M.* with the Appurtenances in the County of *L.* and all maner of Meſſuages, Houſes, Cottages, Barns, Stables, Dove-houſes, Mills, void Grounds, Gardens, Orchards, and other Edifices and Buildings, with their Appurtenances within the Scite, Circuit and Precinct of the ſaid late Monaſtery or Priory, and the Church-yard thereof, and all great Trees, Woods, and under-Woods growing and being in and upon the ſaid Scite, Circuit and Precinct of the ſaid late Monaſtery or Priory, or any part or parcel thereof, and the ſoyl and ground of the ſame great Trees, Woods, and under-Woods, and certain Meſſuages, Lands, Tenements, Meadowes, Paſtures, Feedings and Hereditaments of the clear yearly value of 8 l. 12 s. of lawful &c. ſcituate, lying, and being in *B. H.B.* and *M.* in

the ſaid County of *L.* to the ſaid late Monaſtery or Priory, ſometime belonging and appertaining: *To have and to hold* the ſame to the ſaid *A. B.* for term of their lives, and the longer liver of them, the remainder thereof after their deceaſes to the Heirs of the body of the ſaid *A.B.* lawfully begotten; the Reverſion thereof in Fee-ſimple to the ſaid late King, the which ſaid Reverſion or Remainder of the 3d part of all and ſingular the forenamed Premiſſes is deſcended to the Lady *M.* now wife of *H.* Earl of *D.* and to the Heirs of her body, as one of the Co-heirs of the ſaid *A.B.* to take effect immediately after the deceaſe of the ſaid *A.* And the ſaid Reverſion or Remainder of one third part of all the ſame Premiſſes, the ſaid Earl and Lady *M.* now have to them and the Heirs of the ſaid Lady *M.* for ever, of the Gift and Grant of our ſaid Soveraign Lady Queen *Eliz.* by her Highneſs Letters Patents, bearing date, &c. as by the ſaid Letters-Patents appeareth.

And, the ſaid Earl and Lady *M.* by their Indenture of Bargain and Sale, dated 9. *J.* 16 *Eliz.* and enrolled in her Majeſties Court commonly called the Kings Bench at *Weſtminſter*, have bargained, ſold, and conveyed, all their ſaid Reverſion and Remainder, and their whole Eſtate, of and in all and ſingular the Premiſſes to the ſaid *R. T.* and his Heirs for ever; As by the ſaid laſt recited Indenture may appear.

Now, the ſaid *R. T.* for and in conſideration of the Sum of 533 l. 6 s. 8 d. of lawful &c. whereof, &c. hath aliened, bargained and ſold, and by theſe preſents doth, &c. unto the ſaid *J. L.* his Heirs and Aſſigns for ever, all thoſe the ſaid Remainder and Remainders, Reverſion and Reverſions, which late were to the ſaid Earl and Lady *M.* and the Heirs of the ſaid Lady *M.* and which he the ſaid *R.* now hath, of and in the ſaid 3d part and portion, of and in all the ſaid Scite, Circuit, and Precinct of the ſaid late Monaſtery or Priory of *M.* with the Appurtenances, in the ſaid County of *L.* and of and in the 3d. part and portion of the Demeſne Lands, of the ſaid late diſſolved Monaſtery or Priory of *M.* and of and in the 3d. part of all the ſaid Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures and Hereditaments, of the ſaid yearly value of 8 l. 12 s. in *B. H.B.* and *M.* in the ſaid County of *L.* And alſo all the Right, Eſtate, Title, Intereſt, Reverſion, Remainder, Demand, which he the ſaid *R.T.* hath, or ought to have, of, in, or to the ſaid bargained Scite, Circuit, and Precinct, Demeſne Lands, Tenements, Meſſuages, Lands, Hereditaments, and all and ſingular other the ſaid bargained Premiſſes, with their appurtenances, by force and virtue of the ſaid Indenture of Bargain and Sale aforeſaid, or otherwiſe: And all Deeds, Evidences, Charters, Writings, Rentals, Books of Survey, Court-Rolls, Terriers, and Mymuments whatſoever, only concerning the above bargained Premiſſes, or only any part thereof: As many of which ſaid Deeds, &c. *To have and to hold* all that the ſaid Remainder and Remainders, Reverſion and Reverſions of the ſaid 3d. part and portion of the ſaid Scite, Circuit, and Precinct of the ſaid late Monaſtery or Priory of *M.* and all the Houſes, and all and ſingular other the Premiſſes, with their Appurtenances, above by theſe preſents, bargained and ſold unto the ſaid *J. L.* his Heirs and Aſſigns for ever, to the only uſe, &c.

Habend.

And,

And, the ſaid *R. T.* covenanteth, &c. in form, &c. That the ſaid bargained Remainders or Reverſions of the ſaid 3d. part, of all and ſingular the ſaid Premiſſes, and of all and every part thereof now be, and at all times hereafter, ſhall be and continue clearly acquitted, exonerated and diſcharged, or otherwiſe ſufficiently ſaved harmleſs by the ſaid *R.* his Heirs, Executors, and Adminiſtrators, of and from all and ſingular Feoffments, Bargains, Sales, Gifts, Grants, Leaſes, Wills, Annuities, Rents, Charges, arrearages of Rents, Bonds, Statutes, Recognizances, Mortgages, Judgments, Executions, Joyntures, Dowers, Fines for Alienations, Amerciaments, Charges, Titles, and Incumbrances whatſoever made or done, or to be made or done by the ſaid *R. T.* (The chief Rents and Services from the deceaſe of the Lady *K.* now Dutcheſs of *S.* to be due to the chief Lords of the Fee or Fees of the Premiſſes, and any intruſion or other forfeiture, charge, or Incumbrance, for not ſuing of Licence of alienation heretofore had, made, or ſuffered only except and foreprized.) Covenant to diſcharge Incumbrances.

And further, the ſaid *R. T.* covenanteth, &c. That he the ſaid *R. T.* and *J.* his wife, amd the Heirs of the ſame *R.* and all and every other perſon and perſons, which lawfully have or ſhall, or may claim to have any lawful Right, Title, Intereſt or Eſtate, of, in, or to the above bargained Premiſſes, or any part thereof, by or from the Eſtate, Intereſt or Right of the ſaid *R.* ſhall and will at all times during one year next coming, upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *J.* his Heirs or Aſſigns, do, make, knowledg, and ſuffer, and cauſe to be done, made, knowledged, and ſuffered, all and ſingular ſuch lawful and reaſonable act and acts, thing and things, with warranty only againſt the ſaid *R. T.* and his Heirs, or otherwiſe without warranty; as by the ſaid *J. L.* his Heirs or Aſſigns, or his or their Councel Learned, ſhall be lawfully deviſed, or adviſed, of and for all the ſaid above bargained Remainder or Reverſion of all the ſaid 3d. part, of all and ſingular the above bargained Premiſſes, and every part thereof to be had and conveyed to the ſaid *J. L.* his Heirs and Aſſigns, for their own uſe for ever: So as the ſaid *R.* and *J.* for any ſuch aſſurance to be made or had, ſhall not be enforced or compelled to travel out of the City of *L.* For further Aſſurance.

And, it is covenanted, concluded, agreed and condeſcended by and between the parties to theſe preſents, and every of them; *And*, the ſaid *R. T.* for him, his Heirs and Aſſigns, doth covenant, conclude, agree, and condeſcend by theſe preſents, That all and every Eſtate and Eſtates, Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances now had and made, or hereafter to be had or made of the ſaid bargained Premiſſes, or any part thereof, by the ſaid *R. T.* or his Heirs, ſhall for ever be, and be deemed, judged and taken to be, to and for the only uſe and behoof of the ſaid *J. L.* and the Heirs and Aſſigns of the ſame *J. L.* for ever. And that all and every other perſon and perſons that now is, or that hereafter ſhall be ſeiſed of and in the Premiſſes, or any part or parcell thereof, for and to the uſe of the ſaid *R. T.* ſhall from henceforth ſtand and be ſeiſed of the Reverſion and Reverſions, Remainder and Remainders of the ſame Premiſſes, and every part thereof, to the only uſes, intents, limitations and purpoſes mentioned and

ſpecified in theſe preſents, and to none other uſe or uſes, intent or purpoſe whatſoever. *In witneſſe, &c.*

A Bargain and Sale of an Annuity by him that hath the Grant thereof from another, under a Condition.

THis *Indenture*, &c. between, &c. *Witneſſeth*, That whereas *A.B.* of, &c. hath granted to the ſaid *C.D.* one Annuity or yearly Rent of 10 l. of &c. iſſuing out of all the Lands and Tenements of the ſaid *W.* in *E.* aforeſaid, or elſewhere in the County of *O.* yearly to be paid to the ſaid *A.B.* his Heirs and Aſſigns for ever; As by a pair of Indentures thereof made between the ſaid *W.* on the one part, and the ſaid *A.* on the other part, bearing date, &c. more plainly and at large doth appear.

Proviſo. In which Indentures there is a Proviſo and Condition contained; That if the ſaid *W.* his Heirs &c. do pay, &c. to the ſaid *A.* his Executors, &c. the ſum of 100 l. of, &c. at the end of 10 years mentioned in the ſame Indentures; That then and from thenceforth the ſaid Annuity and yearly Rent ſhall clearly ceaſe and be no longer paid: As by the tenor of the Proviſo and Condition aforeſaid, contained in the ſaid former Indentures, will alſo appear.

Grant. *Now*, the ſaid *A.B.* for and in conſideration &c. hath given, granted, aſſigned, and ſet over; and by theſe preſents doth give, grant, aſſign, and ſet over to the ſaid *C.D.* &c. the ſaid Annuity and yearly Rent of 10 pounds aforeſaid, and all the Eſtate, Right, Title and Intereſt of the ſaid *A.* and his Heirs and Aſſigns in and to the ſame: And all Right, Title, Intereſt, Power, and Authority, to take Diſtreſs and Diſtreſſes therefore, and for any part thereof, as fully and freely as the ſaid *A.* might or could do. And alſo the ſaid ſum of 100 l. and every part thereof, if it happen to be paid, and all the right, title, claim, and intereſt which the ſaid *A.* hath or may have in and to

Habend. the ſame. And in and to every or any part thereof: *To have, hold*, perceive, receive, and enjoy the ſaid Annuity and every part thereof: And the ſaid 100 l. and every part thereof to the ſaid *A.* his Heirs and Aſſigns for ever, to the uſe, &c. *In witneſs, &c.*

An Indenture for the Sale of Swans.

THis *Indenture* made, &c. *Witneſſeth*, That the ſaid *A.B.* for and in conſideration of the ſum of, &c. Hath given, granted, bargained and ſold: And by theſe preſents, &c. unto the ſaid *C.D.* his Heirs and Aſſigns for ever, all that my Game of Swans; that is to ſay, one Breeder, one Stag, and two Signets, with all the Commodities, Profits, and Increaſe coming and grow-

ing

ing of the ſame Game of Swans: The which Game be now ſwimming and being within the Kings River of *Thames*, between *Windſor* and *Black-Wall*, or in any other Creeks and Streams belonging to the ſaid River of *Thames*, being marked with the mark in the * Margent.

And alſo, The ſaid *A. B.* for the Conſideration aforeſaid, doth by theſe preſents fully and clearly give, &c. all and ſingular other his Game of Swans, Staggs and Signets, which now are ſwimming, or which hereafter ſhall be found in the River of *Thames* or elſewhere, marked with the ſaid Mark: *To have and to hold* all the foreſaid Game of Swans, with all the Premiſſes, coming, growing and increaſing of the ſame unto the ſaid *C. D.* his Executor and Aſſigns, to his and their own proper uſe, and as his and their own proper goods for ever. *In Witneſs*, &c.

An Indenture of Bargain and Sale of a Statute.

THis *Indenture made*, &c. between *E. H.* of, &c. on the one part, and *J. W.* and *D. T.* Gent. on the other part; *Witneſſeth* That whereas *W. V.* of &c. and *I. S.* of, &c. by one Recognizance made according to the form of the Statute lately made and provided for the Recovery of Debts bearing date, &c. the &c. taken, knowledged, and ſealed before *R. C.* Kt. L. C. Juſtice of *England*, ſtandeth bounden joyntly and ſeverally unto the ſaid *E. H.* in the Sum of, &c. of, &c. with condition thereunto made in a part of Indentures of *Defeaſance* for the ſure payment unto the ſaid *E. H.* his Executors, Adminiſtrators, or Aſſigns, of the ſum of &c. of like money at the ſeveral dayes limited in the *Defeaſance*: As by the ſame Recogniza ce and Indentures of *Defeaſance* more at large it appeareth. Which Sum of, &c. or any part thereof was not paid, or tendered to be paid to the ſaid *E. H.* at the dayes of payment limited in the ſaid *Defeaſance*, but ſtill remaineth unpaid: By force whereof the Recognizance of &c. now ſtandeth forfeited, and is payable unto the ſaid *E. H.*

Now, the ſaid *E. H.* for certain, &c. him, &c. Hath bargained, ſold, given, granted, aſſigned, and ſet over; and by theſe preſents doth fully and clearly, &c. unto the ſaid *J. W.* and *D. T.* as well the Statute or Recognizance and Sum of &c. therein contained, and every parcel thereof, and the one part of the Indentures of Defeaſance, as alſo his Eſtate, Right, Title, Intereſt, and Demand of and in the ſame, and every part thereof: *To have, hold*, levy, recover, receive, perceive, and take and enjoy the ſame unto the ſaid *J. W.* and *D. T.* their Executors and Adminiſtrators, to their own uſe for ever, without Let, Claim, or Demand of the ſaid *E. H.* his Executors, Adminiſtrators, or Aſſigns, or any of them, without any Accompt or other thing thereof or therefore, or any part thereof or therefore, or any part thereof to him or them, or any of them in any wiſe to be had, made, yielded, or given.

And, The ſaid *E. H.* for him, his Heirs, Executors, and Adminiſtrators,

covenanteth and granteth to and with the ſaid *I.W.* and *D.T.* their Executors, Adminiſtrators, and Aſſigns, by theſe preſents; That the ſaid *E.H.* his Heirs, Executors, and Adminiſtrators, ſhall quietly permit and ſuffer the ſaid *I.W.* and *D.T.* their Heirs, Executors, and Adminiſtrators, in the name and names of the ſaid *E.H.* his Executors or Adminiſtrators, to ſue for, recover, and receive of the above-named *W.V.* and *I.S.* or either of them, or of the Heirs, Executors, or Adminiſtrator's Lands, Tenements, Goods or Chattels of them or any of them, the ſaid Sum of &c. ſpecified in the ſaid Recognizance by all ſuch lawful ways and means as to the ſaid Attorneys, or their Learned Councel ſhall be thought meet: *And*, to compound, agree, and conclude the ſame and every part thereof; And upon the Receipt of any Sum or Sums of money, or upon any end, Compoſition or Agreement in this behalf had or taken, acquittances or other ſufficient Diſcharges for and in the name of the ſaid *E.H.* to make, ſeal, and deliver as his very Act and Deed. *And*, that the ſaid *E.H.* at any time heretofore hath not made any former Aſſignment, Aſſurance, Releaſe or Diſcharge of, for, touching, or concerning the ſaid Recognizance and Sum of, &c. therein contained, or any part thereof. *Nor* that the ſaid *E.H.* his Heirs, Executors, or Adminiſtrators, ſhall not at any time hereafter acquit, releaſe or diſcharge the ſaid Recognizance, or the force or effect thereof, without the ſpecial conſent and agreement of the ſaid *I.W.* & *D.T.* or either of them, their Executors, Adminiſtrators, or any of them, and that the whole benefit, profit, and Commodity, and Execution of the ſaid Recognizance, and all ſuch ſum and ſums of money, coſts, charges and damages as ſhall happen hereafter to be had or gotten in any Action, Suit, Judgment, Extent, Remedy, or Execution (if any ſuch ſhall happen to be had or obtained) ſhall be and ſhall redound only and wholly to the ſaid *I.W.* and *D.T.* their Executors, Adminiſtrators, or Aſſigns, and to none other, without any Releaſe or Diſcharge, Diſcontinuance or other Lett therefore or thereof, or of any part thereof, or of any Actions, Suits, Remedies, Demands, Extents, or Executions, or any of them, upon the ſaid Recognizance, or by reaſon thereof in any wiſe hereafter to be had, taken, commenced or purſued by the ſaid *E.H.* his Executors, Adminiſtrators, or Aſſigns, or any of them in any wiſe made or to be made, yielded or given, and without any Accompt or other thing thereof or therefore, or of any part thereof to the ſaid *E.H.* his Executors, Adminiſtrators, or Aſſigns, or any of them in any wiſe to be made, yielded or given, as is aforeſaid.

To ſuffer to ſue in ones name.

To compound.

To ſeal Acquittances.

That he hath not diſcharged, nor ſhall not diſcharge without Licenſe.

To ſuffer one to recover the profit of a Recognizance to his own uſe.

And, the ſaid *E.H.* doth by theſe preſents aſſign, ordain, make, authorize and depute, and in his place put and conſtitute the ſaid *I.W.* and *D.T.* his true and lawful Attorneys irrevocable, joyntly and ſeverally for him and in his name to do, [execute, finiſh and determine all and ſingular the Premiſſes, as is aforeſaid, without any revocation or Countermand by the ſaid *E.H.* his Executors, Adminiſtrators or Aſſigns, in any caſe to be made, yielded or given. *In witneſs, &c.*

A Letter of Attorney.

A Bargain and Sale by a Co-heirs Son and Heir, of his Pre-party in certain Land.

THis Indenture, &c. between *F. C.* of &c. Son and Heir of *M. C.* one of the Daughters and Co-heirs of *R. T.* of *S.* in the County of *G.* Esq. deceased, on the one part, and *N. M.* of &c. on the other part, *Witnesseth*, That the said *F. C.* for and in consideration of the sum of 220 l. of &c. whereof &c. hath given &c. and by these presents doth give grant bargain and sel to the said *N. M.* and his Heirs for ever, all that part and pre-party of the said *F.* of and in all and singular those Messuages, Lands, Tenements, Rents, Reversions, and Hereditaments, scituate lying and being in *B.* in the County of *C.* now or late in the severall Tenures of &c. And also all and singular Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, Courts, Perquisites of Courts, and Hereditaments whatsoever, and parts, and pre-parts, of all and every Messuages, &c. which the said *F. C.* now lawfully hath, or ought to have, of any Estate whatsoever in *B.* aforesaid, or elsewhere in the County of *C.* And the Reversion, and Reversions, Rents, Issues, and Profits of all and singular the premisses: And all and singular Deeds, Evidences and Writings, only touching the Premisses, or only any part thereof: As many of which said Deeds, &c. as the said *F. C.* hath in his custody; or that be in the custody of any other, by his consent or delivery, which he may get and come by without suit in the Law, He the said *F.* for him &c. Covenanteth &c. well and safely to deliver, or cause &c. to the said *N.* his Heirs, Executors, or Administrators, at the now Mansion-house of &c. at or on this side &c. *To have and to hold* all and singular the said Messuages, Lands, Tenements, Rents, Reversions, and Hereditaments, and all and singular other the Premisses, with their Appurtenances, to the said *G. M.* his Heirs, and Assigns, for ever; to the only use and behoof of the said *N.* and of his Heirs and Assigns, for ever. *Habend.*

And, the said *F. C.* for him, his Heirs, Executors, and Administrators, and every of them Covenanteth &c. in form &c. that is to say, That he the said *F. C.* now is, and standeth lawfully sole seised of a good, perfect, absolute and rightfull Estate in Fee-simple or Fee-Tayle in possession, or in Reversion expectant upon the determination of Lease, or Leases for term of years of, and in the Messuages, Lands, Tenements, and Hereditaments or parts and pre-prats of Messuages, Lands, Tenements and Hereditaments scituate lying, and being in *B.* aforesaid, in the said County of *C.* or within three miles distance thereof in the same County, to the clear yearly value of 7 l. or thereabout as the same are now letten and demised. And that he the said *F. C.* and *M.* now his wife on this side the said &c. shall in due form of Law, and according to the ordinary manner of Fines, knowledge and levy one fine with proclamation according to the due form and course of Law in the said County of *C.* unto the said *N. M.* and his Heirs, of all and singular the Messuages, Lands, Tenements, Covenants seised in Fee simple or Fee-tayle. To levy a Fine.

Reversions and Hereditements aforesaid, or of all their part and purpart of the same as shall be requisit and agreeable to their estate with such and so many terms, and words of course, as shall be sufficient to convey in the same Fine, all the Premisses; and the same to pass with warranty against all men.

To discharge of Incumbrance.

And also, that all and singular the above bargained Premisses now are and from henceforth shall stand, and continue, clearly and freely acquited and discharged, or otherwise from time to time, at all times sufficiently saved harmless by the said *F.* &c. of and from all and singular former Bargains, Sales, Grants, Leases, Recognizances, Statutes, Jointures, Dowers, Rents, Arrerages of Rents, Fines, Amerciaments, Estates, Titles, Charges and Incumbrances whatsoever, the Rents and Services hereafter to be due to be paid and done for the Premisses to the chief Lord and Lords of the Fee thereof; and all Leases for term of years, made only of the Moiety, or one halfe of the said Bargains, Premisses, or not of any more than one Moiety thereof, and not exceeding 20 years now next to come, only except and fore-prised.

Exceptions.

The yearly value.

And further, that the above-bargained Premisses are, and shall, or lawfully for ever may be, and continue to the said *N. M.* his Heirs and Assigns, of the said clear yearly Rent and Value of 7 l. over and above all yearly charges and reprises.

Further assurance.

And moreover, That the said *F. C.* and his Heirs from time to time at all times, during the space of 7 years next ensuing at and upon every reasonable request, and at the cost and charges in the Law, only of the said *N. M.* his Heirs, Executors, or Assigns, shall, and will, do, make, knowledge, suffer and Execute, and cause &c. all and singular such lawfull and reasonable act and acts, thing and things in the Law for the further Assurance, Conveyance, Surety, and sure-making of all and singular the above bargained Premisses to be conveyed and made sure to the said *N. M.* his Heirs, or Assigns, for ever to the only use &c. as by the said *N. M.* his Heirs, or Assigns, or by his or their Councel learned in the Laws of this *R.* alm shall be reasonably and lawfully devised or advised.

To lend the use.

And, that all Assurances and Conveyances whatsoever had, made, or suffered, or to be had, made, or suffered by the said *F. C.* and *M.* his wife, or either of them, his, her, or their Heirs, or Assigns, to the said *N. M.* his Heirs, or Assigns, or to any other person or persons, shall be and enure to the only use and behoof of the said *N. M.* his Heirs, and Assigns, for ever, and to none other use, intent or purpose.

For quiat [Enjoymene.

And also, that the said *N. M.* his Heirs and Assigns, shall or may from henceforth have and hold all and singular the above bargained Premisses, and lawfully and quietly have, take, perceive, receive, and enjoy all the Rent, Issues and Profits thereof for ever, without any Let, Trouble, or Impediment of the said *F. C.* or his Heirs, and without any lawfull Let, Trouble, Impediment or Eviction of any person or persons, having or which shall have, or claim to have any Estate, Right, Title or interest, in, or to the Premisses, or any part thereof, by or from the said *F. C.* or *R. T.* or any of his or their Ancestors whatsoever.

And

And, the ſaid *N. M.* Covenanteth &c. That he the ſaid *N.* or his Executors, upon reaſonable requeſt ſhall and will pay and allow to the ſaid *F. C.* all ſuch ordinary charges as the ſame *F.* ſhall neceſſarily expend and lay out for the knowledging and paſſing of the ſaid Fine, ſo by the ſaid *F.* and his Wife to be knowledged as aboveſaid. *In witneſſe* &c.

A Bargain and Sale of a Rent-charge.

THis *Indenture* &c. between *E. P.* Lord *M.* on the one part, and *I. L.* &c. on the other part, *Witneſſeth*, That whereas the ſaid Lord *M.* is ſeiſed in Fee-ſimple or Fee-tail, of one Rent-charge of 50 Marks by the year, iſſuing and coming and to be received and taken out of the Manor of *S.* and divers other Meſſuages, Lands, and Tenements, in *S.* in the County of *B.* yayable yearly at the Feaſts of St. *M.* and *E.* by even portions, and of one rent of 100 *s. Nomine pœnæ*, to be paid as often as the ſaid rent of 50 Marks in part or in all, ſhall be unpaid by the ſpace of 4 months next after any day of payment of the ſame, liſtewiſe iſſuing and coming, and to be received and taken out of the ſaid Mannor and other the Meſſuages, Lands, and Tenements, in *S.* aforeſaid, with authority and power to diſtrain for the ſaid rents and the arrerages of the ſaid rent of 100 *s.* in the ſaid Mannor, Meſſuages, Lands, and Tenements, and being alſo ſeiſed in Fee-ſimple, of the Mannor of *I.* in the County of *H.* with the Appurtenances.

Note, the Counſel thought beſt not to recite the ſaid Deed, for that it might be loſt and ſo the purchaſor ſhould be in perill to loſe this Rent charge.

Note alſo that this Annuity might be claimed by preſcription, for that the Lord *M.* and his Anceſtors have ſeiſed of it a 100 years.

Now, the ſaid *E. P.* Lord *M.* for and in conſideration of the ſum of 400 l. &c. whereof &c. Hath bargained and ſold, given and granted, and by theſe preſents, doth fully clearly and abſolutely bargain ſell give and grant unto the ſaid *I. L.* all that the ſaid Mannor of *I.* and all Meſſuages, Lands Tenements, Rents, Reverſions, Services and other Hereditaments, with all and ſingular their Appurtenances, parcell of or belonging unto the ſaid Mannor, reputed, accepted, or taken, as part, parcell, or member of the ſame, ſcituate, lying and being, coming, growing, and renewing, in the ſaid County of *H.* or elſewhere. And all that the ſaid Rent-charge of 50 Marks, iſſuing and coming out of the ſaid Mannor of *S.* and other the Lands and Tenements in *S.* aforeſaid. And alſo all that the ſaid Rent of 100 *s. Nomine pœnæ*, for non-payment of the ſaid yearly Rent of 50 Marks to be received and taken out of the ſaid Mannor, and other the Meſſuages, Lands, Tenements in *S.* as aforeſaid. And all other Rents, Duties, and profits, Advantages, Rights, Actions, Suites, Duties, Commodities and Demands, that the ſaid Lord *M.* hath or ought to have, of, or in the ſaid Mannor of *S.* Meſſuages, Lands and Tenements or iſſuing or coming out of the ſaid Mannor Meſſuages, Lands, and Tenements in *S.* with all and ſingular their Appurtenances, or any part thereof. *To have and to hold*, perceive, levy, take, and enjoy all and ſingular the ſaid Rent of 50 Marks yearly, and the Rent of 100 *s. Nomine pœnæ* and all other Rents, Duties, Profits, Advantages, Commodites, and Premiſſes out of *S.* as aforeſaid, before bargained and ſold, or mentioned &c. by theſe preſents, to the ſaid *I. L.* his Heirs, and Aſſigns for ever, to the only uſe and behoof of

Habend.

the

the said *I. L.* his Heirs and Assigns, for ever. And *To have, and to hold*, the said Manor of *I.* Lands Tenements and other the Premisses thereunto belonging, or reputed, accepted, or taken, as part, parcell or member of the same, with their Appurtenances, unto the said *I. L.* and his Heirs, for and during the naturall life of one *K. H.*

And, the said *E.* Lord *M.* for the consideration aforesaid, hath also bargained, sold, given, and granted; And by these presents &c. unto the said *I. L.* all the Deeds &c. concerning the said * Rents, Profits &c. in *S.* aforesaid, or any of them; all which or as many &c. [A Covenant that the Lord *M.* is lawfully seised in Fee-simple, of the Mannor of *I.* and in Fee-simple, or Fee-taile, of the Rent-charge and 5 l. *Nomine pœnæ*, without any Reversion or Remainder in the Queen;] And hath full power to convey the same to *I. L.* as aforesaid, and that the said Rent-charge is of a clear yearly value of 50. Marks of &c. over and above all Charges, Deductions, and Reprises: And of the same clear yearly value, shall or may continue to the said I. his Heirs, and Assigns for ever. And also that the said Mannor of *I.* and other the Premisses, thereunto belonging, be, and shall be or may continue to the said *I.* his Heirs, and Assigns, for the term of the life of the said *K. H.* according to the tenor and true meaning of these presents, of the clear yearly value of 30 l. of &c. over and above all Charges and Reprises.

* The Mannor is assured in consideration that *K. H.* hath assurance of 30 l. a year out of the said Rent-charge of 50. Marks, that out of this Mannor Mr. *L.* might have 30 l. a year in lieu thereof, the which hee receiveth upon a Lease that the Lord *M.* taketh of this Mannor from Mr. *L.*

And also, the said *E.* Lord *M.* covenanteth with the said *I. L.* &c. That as well the said *I. L.* his Heirs, Executors, and Assigns, in respect of the Premisses, as also the said Mannor of *I.* shall or may from henceforth continue remain and be unto the said *I. L.* his Heirs and Assigns, for and during the life of the said K. And also the said Rent and Penalty shall or may be and continue to the said I. L. his Heirs and Assigns, fully and clearly &c. or otherwise saved harmlesse of and from &c. had, made, done, or committed by the said Lord *M.* or by any other person or persons, at or before the ensealing of these presents, one grant of 30 l. *per annum*, made of part of the said rent of 50 Marks to the said *K.* holden for the term of her life, and the chief Rents and Services of the said Mannor of *I.* to the chief Lord of the Fee thereof, and all Leases for the term of years, or lives and Copy-hold Estates heretofore made, whereupon the old and accustomed rent or more, is reserved, or shall be payable yearly, during the said Leases and Estates to the said *I. L.* his Heirs, and Assigns. And all and singular such Charges and Incumbrances, by all which the said Mannor of *I.* shall not be made of lesse value then of 40 l. by the year, only excepted and foreprised.

This generall Exception was part in respect of Fees and Pentions, and such other petty charges as are paid to Officers.

And further, the said *E.* Lord *M.* covenanteth &c. That he the said Lord *M.* and his Heirs, and the right honourable Lady *E.* now his wife, and all and every other person and persons, having, or that hereafter shall or may lawfully have, or claim any Estate or Interest in the said Rents and other the Premisses, out of *S.* aforesaid, or any part thereof, other then the said *K. H.* for her said rent or sum of 30 l. during the term of her naturall life, at the reasonable request costs and charges in the Law &c. [*A Covenant for further assurance.*]

And, the said Lord *M.* doth further covenant &c. That he the said Lord *M.*

M. and the said honourable Lady now his wife, shall for more assurance &c. [*A Covenant for levying a Fine to the said* I. L. *both for the Manor of* I. *and the Rent-charge of* 50 *Marks and* 5 *l. Nomine pœnæ.*]

And, it is agreed and granted between the said Lord *M.* and *I. L.* for them their Heirs and Assigns, That the said Fines so to be levied as aforesaid, from and after the ingrossing thereof, shall be to the only use hereafter expressed: And that the said *I. L.* his Heirs, and Assigns, and all and singular other persons, and their Heirs, and Assigns, shall stand and be seised of and in all the said Premisses, to the same uses: that is to say, Of and for the said rents and other the Premisses, out of *S.* to the only use and behoof of the said *I. L.* and of his Heirs and Assigns, for ever: And of and for the said Mannor of *I.* with the Appurtenances, to the use of the said *I. L* and of his Heirs and Assigns, for and during the term of the naturall life of the said *K. H.* and after her decease to the only use and behoof of the said Lord *M.* and of his Heirs and Assigns, for ever: *In witness, &c.*

A Bargain and Sale of a Reversion or Remainder in Land well passed.

THis *Indenture*, &c. between *E. R.* &c. Son and Heir of *P. R.* deceased late wife of *I. R.* Esq. Father of the said *E.* and Daughter and Heir, of *R. W.* &c. deceased on the one part and *R. S.* &c. and *I. L.* &c. on the other part, *Witnesseth*, That whereas the said *R. S.* and *A.* his wife, sometimes the wife of the said *R. W.* are now lawfully seised, in their Demesne as of Free-hold, as in the right of the said *A.* for and during the naturall life of the same *A.* of and in the Mannor of *B.* &c. with the Appurtenances, and of and in all and singular Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Rents, Services, Profits, and Hereditaments, with their Appurtenances, to the said Mannor belonging or appertaining, or accepted &c. scituate lying and being &c. And of and in all that Messuage or Tenement &c. And also of and in one piece of Meadow &c. the Reversion or Remainder, Reversions or Remainders, of all and singular which Premisses, with the Appurtenances, and of every part and parcel thereof now lawfully is, or are to the said *E. R.* and his Heirs belonging. Recital of the estate for life, of the present possessors.

The said *E. R.* for and in consideration of the Sum of &c. whereof &c. hath alienied, granted, bargained and sold, and by these presents, doth clearly and absolutly grant, alien &c. unto the said *R. S.* and *I. L.* their Heirs and Assigns, for ever, the foresaid Mannor, Messuages, and piece of Meadow, and also all and singular other the Premisses, with the Appurtenances. The Bargain.

And moreover, all that the Mannor of *B.* &c. with all the Rights, Members and Appurtenances thereof; And all those 16. acres &c. and all and singular Messuages, Houses, Edifices, Tofts, Cottages, Mills, Lands, Tenements, Meadows, Feedings, Pastures, Rents, Reversions, Services, Rent-charge, Rent-sec', Rents

Rents reſerved upon whatſoever Demiſes or Grants, Annuities, Annual Rents, Farms, Fee-Farms, Waters, Piſcaries, Fiſhings, Woods, under-Woods, Firrs, Heaths, Moors, Marſhes, Commons, Wayes, void Grounds, Court-Leets, Perquiſites and Profits of Courts and Leets, Views of Frankpledge, and all things to Court-Leets and Views of Frankpledge belonging or hereafter belonging, Bond-men, and Bond-women, and Villaines, with their Sequels, Knights fees, Wards, Marriages, Eſcheats, Reliefs, Heriots, Goods and Chattels, Waies, Profits, Commodities, Emoluments and Hereditaments whatſoever, with all and ſingular their Appurtenances, ſcituate, lying or being in the Towns, Fields, or Hamlets, of &c. to the ſaid Manor of *B.* belonging or appertaining, or as Members, Parts or parcels of ſame Manor being had, known, accepted uſed, reputed, demiſed, or letten, and the Reverſion and Reverſions, Remainder, and Remainders of the aforeſaid Manor &c. and of all and ſingular other the Premiſſes with their Appurtenances, and all and ſingular other the Manors, Meſſuages, Lands, Tenements, Reverſions, Remainders, Rents, Services and Hereditaments whatſoever, which the ſaid *E.* hath or ought to have, or at any time heretofore had within the ſaid County of *K.* And alſo all the Right, Title, Intereſt, Reverſion, Remainder and Demand whatſoever which the ſaid *E.* hath or ought to have, or at any time heretofore had, of, in, or to the ſaid Mannor, Meſſuages, Lands, Tenements, Hereditaments; and all and ſingular other the Premiſes, with all and ſingular their Appurtenances, and all and ſingular Letters Pattents, Deed, Evidences, Charters, Wills, Writings, Court-Rolls, Terriors and Monuments whatſoever touching or concerning the Premiſſes, with the Appurtenances or any part thereof, ſo many whereof as now be in Poſſeſſion or Cuſtody of the ſaid *E.* and which he may lawfully come by without Suit in the Law, the ſaid *E.* for him &c. covenanteth &c. to deliver or cauſe &c. to &c. before the Feaſt &c. unhurt, uncancelled and undefaced, to have, hold and enjoy, the aforeſaid Mannor of *B.* &c. and all and ſingular the aforeſaid Meſſuage, &c. unto the ſaid *R. S.* and *I. L.* their Heirs, and Aſſigns, to the only uſe and behoof of the ſaid *R.* and *I.* and of their Heirs, and Aſſigns, for ever.

Writings.

Habend.

Covenant for diſcharge of Incumbrances.

And, the ſaid *E. R.* for him, his Heirs, Executors, Adminiſtrators, and every of them Covenanteth &c. to, and with, the ſaid *R.* and *I.* and either of them, and the Heirs, Executors, and Adminiſtrators, and Aſſigns of them, and of either of them by theſe preſents; That all and ſingular the Premiſſes, with all and ſingular the Appurtenances, and every part and parcel thereof now be, and at all times hereafter, and from time to time ſhall be and continue unto the ſaid *R.* and *I.* their Heirs, and Aſſigns, clearly acquitted, exonerated and diſcharged, or well and ſufficiently ſaved harmleſſe by the ſaid *R.* his Heirs, Executors, or Adminiſtrators, of, and from all and ſingular Feoffments, Bargains, Sales, Gifts, Grants, Leaſes, Wills, Annuities, Rent-Charge, Arrerages of Rent, Bonds, Statutes, Recognizances, Morgages, Judgments, Executions, Titles, Charges, and Incumbrances whatſoever, had, made, done, or agreed unto by the ſaid *E. T. R.* his Mother, and the ſaid *I. R.* his Father, or any of them, or by the means, aſſent, conſent or

or procurement of them, or of any of them, or hereafter to be made, done, or agreed unto by the ſaid *E.* (the chief Rents and Services from henceforth to grow due for the Premiſſes to the chief Lord or Lords of the Fee or Fees thereof, and the ſaid Eſtate, and Intereſt o the ſaid *R. C.* and *A.* for and during the term of the natural life of the ſaid *A.* only except and foreprized.)

Exception of the chief Rents and the Eſtate for life.

And, the ſaid *E.* further Covenanteth, &c. That he the ſaid *E.* and *M* now his wife, and either of them, and the Heirs of the ſaid *E. R.* and the ſaid *J. R.* and all and ſingular perſon or perſons whatſoever, which have or ſhall, or may lawfully claim to have any lawful Right, Title, Intereſt or Eſtate, of, in, or to, all and ſingular the Premiſſes, or any part thereof, by, from, or under the eſtate, intereſt, or right of the ſaid *E. R. P. R.* and *J. R.* or any of them ſhall and will at all times, and from, &c. during 3. years next enſuing the date of theſe preſents upon reaſonable requeſt and coſts and charges in the Law of the ſaid *R.* &c. do, make, knowledg &c. and cauſe all and ſingular ſuch lawful and reaſonable act and acts, thing and thing, with warranty only againſt the ſaid *E. R.* and *P. R. J. R.* and every of them their Heirs and Aſſigns, and the Heirs and Aſſigns of every of them or otherwiſe without warranty, be it by Fine, Feoffment, &c. for the aſſurance, conveying and ſure-making of all and ſingular the Premiſſes, with the Appurtenances, and every part thereof unto the ſaid &c. to the uſe of the ſaid &c. according to the intent of theſe preſents, as by the ſaid &c. or his or their Councel learned ſhall be lawfully and reaſonably deviſed or adviſed.

For further Aſſurance.

And, it is covenanted, concluded and agreed by, and between the ſaid parties to theſe preſents; And every of them, for his Heirs and Aſſigns, doth Covenant, Conclude and Agree by theſe preſents, That all and every Eſtate and Eſtates, Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances now had and made, or hereafter to be had or made of all and ſingular the Premiſſes, or any part thereof by the ſaid *E. R.* and *M.* his wife, and the ſaid *I. R.* or any of them, or by the Heirs of &c. other then the Eſtate of the ſaid *R. S.* and *A.* for the term of the life of the ſaid *A.* ſhall for ever be, and be deemed, judged and taken to be, and by theſe preſents is and are expreſſed, limited and declared to be intended and mentioned to be, to and for the only Uſe and Behoof of the ſaid *R. S.* and *I. L.* and of their Heirs and Aſſigns for ever. And that all and every perſon and perſons that now is, or are, or that hereafter ſhall be ſeiſed of and in the Premiſſes, with the Appurtenances, or any part thereof by force or means of any of the ſame Eſtates, Fines, Recoveries, Conveyances or Aſſurances, (except before excepted) ſh ll from henceforth ſtand and be ſeiſed of all and ſingular the Premiſſes, with the Appurtenances of every part and parcell thereof, to the only Uſe and Behoof of the ſaid *R.* and *J.* their Heirs and Aſſigns for ever, and to none other Uſe or Uſes, Intent or Purpoſe whatſoever.

Agreement, that all aſſurances ſhall be to the uſe of the Vendees.

And moreover, the ſaid *E. R.* covenanteth, &c. That he the ſaid *E.* at the time of the Enſealing and Delivery of theſe preſents, is lawfully and perfectly ſeiſed of, and in, the immediate Reverſion or Remainder of the ſaid Manor, &c. immediatly Expectant and Dependant upon the ſaid Eſtate for term

Seiſed of the immediate Reverſion and in Fee, &c.

term of the natural Life of the ſaid *A.* of a good, perfect, abſolute, lawful and indefeiſable Eſtate in Fee-ſimple to the only Uſe of the ſaid *E.* and of his Heirs and Aſſigns for ever, without any Reverſion or Remainder thereof, or of any part thereof being in our ſaid Soveraign Lord the King his Heirs or Succeſſors; and that the ſaid Reverſion or Remainder of all and ſingular the Premiſſes, with the Appurtenances, and of every part thereof, by, and after the deceaſe of the ſaid *P. R.* did lawfully and rightfully deſcend and come to the ſaid *E.* as Son and next Heir of the ſaid *P. R.* by right of Inheritance according to the Laws of this Realm. And that he the ſaid *E.* hath good lawful, and rightful Title, and abſolute and perfect Power and Authority to Grant and alien, bargain, ſell, convey and aſſure all the ſaid Reverſion or Reverſions, Remainder or Remainders of all and ſingular the Premiſſes, with all and ſingular the Appurtenances, in manner and form aforeſaid, unto the ſaid &c. their Heirs as Aſſigns, to the only uſe, &c. according to the tenor and true meaning of theſe preſents. *In witneſs, &c.*

Authority to ſell, &c.

A Bargain and Sale of Land upon Condition for payment of a ſum of money.

THis *Indenture*, &c. between *J. J.* &c. on the one part, and *G. F.* &c. on the other part; *Witneſſeth*, That the ſaid *J. F.* for and in conſideration of the payment of the ſeveral ſums of money hereunder mentioned according to the tenor and purport of theſe preſents to be paid; Hath granted, bargained and ſold, &c. unto the ſaid *G.* his Heirs and Aſſigns, under the condition hereafter in theſe preſents ſpecified, all that his Water-Mill, &c. *To have*, &c. to the ſaid *J.* his Heirs and Aſſigns for ever, to the only uſe of, &c. upon, and under the Condition following, and not otherwiſe; that is to ſay, That he the ſaid *G.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall pay, &c. the ſum of, &c. in form, &c. *viz.* on the laſt day, &c.

Proviſo.

Provided always, and it is agreed between the ſaid parties to theſe preſents for themſelves, their Heirs and Aſſigns, and every of them by theſe Indentures, That if default ſhall be made of, or in payment of the ſaid 50 l. or any part thereof, contrary to the form in theſe preſents above limited, that then and at all times, from and after any ſuch default made of the ſaid ſum of 50 l. or any part thereof; Theſe preſent Indentures, and the Grant, Bargain and Sale thereby made of all and ſingular the Premiſſes, and alſo the Inrollment and Record thereof, ſhall be utterly void and fruſtrate, and that that then and at all times from thenceforth, it ſhall and may be lawful to and for the ſaid *J. J.* his Heirs and Aſſigns, into the ſaid, &c. to re-enter, and the ſame to have again as in the former Eſtate of the ſaid *J*; and that then all and every perſon and perſons that now be, or that then ſhall be ſeiſed of the ſaid &c. ſhall thereof and of every part and parcel thereof ſtand and be ſeiſed to the only uſe of the ſaid *J.* his Heirs and Aſſigns for ever, and to none other uſe, intent or purpoſe whatſoever: *This Indenture, &c.* to the contrary, &c.

And

And, the said *J. J.* doth Covenant, &c. in form, &c. That he the said *J.* his Heirs, Executors, or Administrators, shall and will from time to time, and at all times, from and after payment made of the said sum of 50 l. according to the purport and true meaning of these presents at his and their own costs and charges, discharge or sufficiently save and keep harmless as well the said *G.* his Heirs, Executors, and Administrators, and every of them, as the said Mill, &c. and of and from all and singular former bargains, &c. heretofore had, made, done or committed; or hereafter to be had, made, done or committed by the said *J.* or any other person or persons by or through his Means, Title, or Procurement in any wise. Discharge of Incumbrances.

And furthermore, That at all times, and from time to time during the space of one whole year next after such full payment made of the said sum of 50 l. so made to the said *J.* &c. he the said *J.* and *J.* his wife, and the Heirs of the said *J.* and all and every other person and persons which shall lawfully have or claim any thing of, in, or to the Premisses, or any part thereof by, from, or under the said *J.* or by or under his Estate, Right or Interest, upon reasonable request, and at the costs and charges in the Law of the said *G.* and of his Heirs and Assigns; shall and will do, knowledg, and suffer to be done, within the Cities of *L.* and *W.* all and every such further and reasonable Act and Acts, Thing and Things, with warranty only against the said *J.* &c. and his Heirs, as shall be lawfully and reasonably devised or advised by the said *G.* &c. for the conveying and assuring, and for the sure-making of all and singular the Premisses to be had and made sure to the said *G.* his Heirs and Assigns for ever, without any condition. For further Assurance.

And further, That he the said *J.* his Heirs, Executors, or Administrators, upon every payment made of the several payments aforesaid, shall and will make or cause to be made and delivered as his or their Deed to the person or persons that shall make any such payment, one sufficient Deed of acquittance, testifying the payment and Receit of every such sum of money so then paid. *In witness, &c.*

A Bargain and Sale of Goods, with Condition for Redemption.

THis *Indenture, &c.* between, &c. *Witnesseth*, That the said *J. G.* for and in consideration of the Sum of 40 l. of, &c. the receipt, &c. Hath bargained, sold, given and granted, and by these presents doth bargain, sell, give and grant unto the said *J. H.* one silver Tankard, &c. All which Plate aforementioned, the said *J. G.* hath, at and before the ensealing hereof, delivered into the hands and possession of the said *J. H.* *To have and to hold* the said silver Tankard, and all other the Goods and Chattels whatsoever, above by these presents bargained and sold, given and granted, or mentioned, or intended to be by these presents bargained and sold, given and granted, and every part thereof unto the said *J. H.* his Executors, Administrators and Assigns, to his and their own proper use for ever, freely as his and their own proper *Habend.*

proper goods. *And*, the said *J.G.* hath put the said *J.H.* in full possession of all the Premisses, by delivery of the said silver Tankard, parcell of the Premisses, in the name of a full possession of all the residue of the Premisses, Goods, and Chattels whatsoever.

Proviso. *Provided alwayes*, and upon this Condition following; *viz.* That if the said *J.G.* his Heirs, Executors or Administrators, do well and truly pay or cause to be paid unto the said *J.H.* or to his certain Attorney, his Executors, Administrators, or Assigns, at or in the now dwelling-house of the said *J.H.* scituate in *C.* aforesaid, the Sum of 40 l. of lawful money of *E.* in manner and form following; *viz.* &c. That then this Indenture to be void: But if default be had or made in payment of the said 40 l. in part or in all, contrary to the manner and form aforesaid; That then this present Indenture to stand in full force and effect.

For quiet enjoyment, in case of non-payment. *And*, The said *J.G.* for him, his Heirs, Executors, and Administrators, doth covenant and grant, to and with the said *J.H.* his Executors, Administrators, and Assigns, by these presents as followeth, *viz.* That in case the said *J.G.* his Executors or Administrators, shall make default in payment of the said 40 l. or any part thereof, contrary to the manner and form in the Condition before in these presents contained; Then the said *J.H.* his Executors, Administrators, and Assigns, shall and may for the consideration aforesaid, peaceably and quietly have, hold and enjoy, to his and their own proper Use for ever, the said silver Salt, &c. and all the Premisses above by these presents bargained, sold, and granted, or mentioned, or intended to be, &c. and every part and parcell thereof, with all and singular the Appurtenances, without any lawful Lett, Trouble, Expulsion, Eviction, Molestation, or Denial of the said *J.G.* his Executors, or Administrators, or of any other person or persons whatsoever.

For payment of Money according to the Proviso. *And also*, That he the said *J.G.* his Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *J.H.* his Executors, Administrators or Assigns, the said Sum of 40 l. &c. in manner and form as aforesaid, according to the true meaning of these presents.

For redelivery in case of payment. *And*, The said *J. H.* for him, his Executors, Administrators, and Assigns, doth covenant and grant, to and with the said *J.G.* his Executors, Administrators and Assigns, by these presents, that he the said *J.H.* his Executors, Administrtors, & Assigns, shall & will immediately after the receipt of the said 40 l. according to the true meaning of the Condition aforesaid, upon reasonable requeſt well and truly re-deliver, or cause to be delivered unto the said *J.G.* his Executors, Administrators, or Assigns, the said silver-Salt, &c. Which Plate, the said *J.H.* received of the said *J.G.* at and before the ensealing hereof as aforesaid, in as good case as the same and every of them now are. *In witness, &c.*

Anno

Another with Goods, &c. with some difference in the form.

TO *all* to whom these presents shall come, &c. *A.B.* &c. Greeting, *Know ye*, That I the said *A.B.* being in perfect understanding and in good memory, without Fraud, Deceit, or Guile, for divers good and reasonable causes and considerations, me hereunto specially moving, have given and granted, and by this my present Writing have confirmed unto *C. D.* Widow, late Widow, late wife of *T.D.* all and singular such Goods, Things, Implements, and Moveables, being in or about the dwelling house of me the said *A.B.* in the Parish of &c. contained and specified in a certain Schedule, subscribed by the proper hand of me the said *A.B. To have and to hold* the said Goods, &c. as her proper Goods, &c. for ever, freely, quietly, peaceably, and intirely, without any Contradiction, Claim, Disturbance, or Hinderance of any person whatsoever; and without any account to me, or to any other whomsoever, to be made, answered, or hereafter to be rendred: So that neither I the said *A.B.* nor any other for me, or in my name, and any Right, Title, Interest or Demand, of or for the said Goods, Implements, Things, and Moveables, or any part or parcell thereof, ought to exact, challenge, claim, or demand at any time hereafter; But from all Action, Right, Estate, Title, Claim, Demand, Possession, and Interest thereof shall be wholly barred and excluded by force of these presents.

And, I the said *A. B.* my Heirs, Executors, and Administrators, all and singular the Goods, Things, Implements, and Moveables aforesaid, to the said *C.D.* her Executors and Administrators, against all people will warrant, and for ever defend by these presents; Of which Goods, Things, Implements, and Moveables, I the aforesaid *A.B.* have put the said *C.D.* in full and peaceable possession, by giving and delivering of one penny of lawful English money which I gave and delivered at the sealing and delivery of these presents. *In witness, &c.* *Warranty.* *Giving possession.*

A Bill of Sale of Goods for payment of Debts.

TO *all*, to whom these presents shall come, *T.H.* of &c. sendeth greeting; Whereas I the said *T.H.* am indebted unto divers and sundry persons in divers great Sums of money: *And*, Whereas *P.L.* of &c. and *H.D.* of &c. have heretofore at my request entred into security for and with me the said *T.H.* and for my only debts due unto divers persons, as well for payment of money, as otherwise, whereof they are not as yet secured, discharged, nor saved: *And*, Whereas I the said *T. H.* am fully minded and determined as well hereby to secure and save harmless the said *P. L.* and *H. D.* of and for all and every such Sums and securities, as they or either of them stand charged

or chargeable withall, for or with me the said *T.H.* *And*, likewise that they the said *P.L.* and *H.D.* shall and may duly and truly with the residue of the Goods, Chattels, and Cattel to them herein or hereby given, graunted, and confirmed, or meant and mentioned to be herein or hereby given, granted, or confirmed, satisfie and pay all such Debts and Sums of money, as I am any way indebted or do owe unto any person or persons whatsoever.

Now know yee, That I the said *T.H.* for and upon the consideration afore specified, have given, granted, and confirmed; and by these presents, do give, grant, and confirm unto the said *P.L.* and *H.D.* all and singular my Goods, Cattel, and Chattels whatsoever, as well real as personal, Money, Plate, Jewels, Houshold-stuff, and Implements of Houshold, Leases, and Term or Terms of years whatsoever, of what Name, Nature, Quality, or Condition soever the same be, and in whose hands, custody, or possession soever the same be, or shall or may be found as well in the several Counties of *S.D.* and *R.* or elsewhere, within the Realm of *England*; *To have and to hold* the same unto the said *P.L.* and *H.D.* and their Assigns for ever, to and for the proper Use and Behoof of the said *P.L.* and *H.D.* and their Assigns, and to no other Use, Intent, or Purpose whatsoever: Of which said Goods, Chattels, and Premisses, I the said *T.H.* have put the said *P.L.* and *H.D.* in full and peaceable possession, by the delivery to them of one piece of silver, at the time of the sealing and delivery of these presents: *In witness, &c.*

Of Goods and Chattels to a mans Son.

TO *all*, to whom, &c. *R.V.* of &c. Greeting: *Know yee*, That I the said *R.V.* as well for and in consideration of divers Charges, Expences, and Costs, which *R.V.* my Son hath had, sustained, and been at, in the Sustentation and Maintenance of me the said *R.* and *M.* my Wife, and of my House and Family; As also for divers other good causes and considerations me thereunto specially moving, *Have given* and granted, and do give, grant, and confirm to the said *R.V.* my Son, all and singular my Goods and Chattels, Moveable and Moveables, as well living as dead, of what kind or sort soever the same be, or wheresoever they are, or in whose hands soever the same Goods or Chattels now are, or hereafter may be found. *And* all manner of Terms and Estates which I have in any Lands, Tenements, Possessions or Hereditaments to me before this time, by any person or persons demised, set or to Farm let, for term of life or years in *L.* aforesaid, and elsewhere, in the said County of *C.*

And also, I have given and granted to the said *R.V.* my Son, all and singular Debts and Sums of money whatsoever, which any person or persons the day of the making of these presents, doth, or do owe unto me by force of any Writing Obligatory, Covenant, Bargain, Sale, Contract, or otherwise, for any cause whatsoever: *To have, hold*, use, & enjoy, all and singular the aforesaid Goods,

Goods and Chattels, Eſtates, Terms, and Debts, and all other the Premiſſes whatſoever unto the ſaid *R. W.* my Son, his Executors and Aſſigns, to the only Uſe, Benefit, and Behoof of the ſaid *R. W.* and his Aſſigns for ever: *In witneſs, &c.*

Indorſed,

Sealed and delivered the day and year within-written, and a Penny delivered in the name of the poſſeſſion of the Goods and Chattels within-granted, in preſence of, &c.

Bills of Sale, and Deeds of Gift by Indenture.

THis *Indenture*, &c. made between *R. T.* of, &c. on the one part, and *R. T.* on the other part; *Witneſſeth*, That whereas the ſaid *R. T.* hath heretofore given and beſtowed to and amongſt all his Children (other then the ſaid *R. T.* his younger Son) a great part of all his Goods and Chattels, to and for their preferment in marriage, and otherwiſe: And hath alſo granted unto *P. T.* his eldeſt Son, a certain part and portion of his Meſſuage, Farm, and Tenement, for the preferment and maintenance of the ſaid *P.* his wife and Family. And forasmuch as the ſaid *R.* hath hitherto given or beſtowed, little or nothing at all unto the ſaid *R.* who being yet unprovided for, ſtandeth in great need to have the reſidue of all his ſaid Goods. *Now*, the ſaid *R.* not only for the cauſes and conſiderations aforeſaid, but alſo to and for the end and purpoſe, that the ſaid *R. T.* his Executors and Adminiſtrators, ſhall and may the better maintain, cheriſh and keep him the ſaid *R.* and *J.* his wife, during the term of their natural lives, with Meat, Drink, Lodging, Apparel, and all other Neceſſaries, in ſuch manner and form as hereafter in and by theſe preſents is mentioned and expreſſed: Hath therefore given, granted, bargained and ſold, and by theſe preſents doth fully, freely, clearly and abſolutely give unto the ſaid *R. T.* all and ſingular his Goods and Chattels, real and perſonal, moveable and unmoveable, Debts, Sum and Sums of Money, Corn, Grain, Plate, Jewels, Implements of Husbandry, & Houſhold-ſtuff, of what ſort, kind, nature, or condition ſoever the ſame be, or in whoſe hands, cuſtody, or poſſeſſion ſoever the ſame ſhall happen to be found within the Realm of *England*, together with all the increaſe, profit, and advantage thereof, coming, growing, increaſing, or ariſing: *To have and to hold* all and ſingular the ſaid Goods, &c. together with all the increaſe, &c. to the ſaid *R. T.* his Executors, Adminiſtrators, and Aſſigns, to the ſole and proper uſe of him the ſaid *R. T.* his Executors &c. for ever, as fully, freely, and in as ample manner and form, to every Intent and Purpoſe, as the ſaid *R. T.* could, ſhould, or of right ought to have, or enjoy the ſame, be it by Indenture, Deed, or otherwiſe.

And, the ſaid *R. T.* in conſideration thereof for himſelf, &c. doth covenant &c. to and with the ſaid *R. T.* his Executors &c. by theſe preſents, That he the ſaid *R. T.* his Executors, &c. ſhall and will from time to time, and at all times hereafter, for and during the natural and ſeveral life and lives of the ſaid *R. T.* and *J.* his wife, maintain, find, cheriſh, and keep the ſaid *R.* and *J.*; and either of them, with competent and ſufficient Meat, Drink, and Lodging, Apparel, Waſhing and Wringing, and all other things needful, meet, and neceſſary for them, according to their degree and calling in every reſpect. *In Witneſſe, &c.*

A Deed of Bargain and Sale to enfranchise a Copyhold.

THis *Indenture* made, &c. between, &c. *Whereas* the said *T. L.* is by good right and Title lawfully seised of and in the Reversion and Inheritance of the Mannor of *L.* in the County of *E.* expectant immediately upon an Estate which *M. L.* Mother of the said *T. L.* hath in the same for the term of her life; *And*, whereas *J. P.* of *L.* in the said County of *E.* Esq; is and standeth seised of a Messuage and certain Lands, Tenements, and Hereditaments, being Customary and Copyhold, herein after particularly mentioned, lying and being in *L.* aforesaid, within and parcel of the said Mannor, to him, his Heirs and Assigns for ever; as by the Surrenders in that behalf and the Court-Rolls of the said Mannor, more at large may appear:

Now, this Indenture *Witnesseth*, That the said *T. L.* for and in consideration of the sum of &c. And for the enfranchising and freeing of the Messuages, Lands, Tenements, and Hereditaments, and other things hereafter mentioned, (after the decease of the said *M. L.* from all Copyholds, Customs, Fines, Heriots, and Services to be done unto or claimed by the Lord or Lords of the Mannor aforesaid, Hath granted, bargained and sold; and by these presents doth, &c. unto the said &c. their Heirs and Assigns for ever, All the Mansion house, &c. and all Wayes, Passages, Easements, Commodities, Appurtenances, and Hereditaments whatsoever to the said Mansion house, &c. and all other the Premisses herein before mentioned, to be hereby granted, bargained or sold, and to every of them, and every or any part or parcel thereof belonging or appertaining to or with the same, or any of them, or any part or parcell thereof, heretofore occupied, used or enjoyed, or accepted, reputed, or taken as part, parcel, or member thereof; And the Reversion and Reversions, Remainder and Remainders, and all Rents and yearly profits of all and singular the Premisses herein before mentioned, to be thereby given, granted, bargained or sold, and of every of them, and of every part and parcel thereof. And all Woods, under-woods, and Trees, standing, growing or being in or upon the Premisses, or any of them, or any part or parcel thereof. And the Land, Ground, and Soyl of the said Woods or under-woods & Trees, and all the Estate, Right, Title, Use, Possession, Reversion, Remainder, Claim and Demand whatsoever, which he the said *T. L.* and his Heirs, or any of them have, hath, or had; may, might, or ought to have, of, in, to, or out any of the said Mansion house, Messuages, Lands, Tenements, and Hereditaments herein before mentioned, to be hereby granted, bargained, or sold, and of, in, to, for, or out of any of them, and every or any part or parcell thereof. All which Premisses at a Court-Baron of *E. R.* Esq; then Lord of the Mannor aforesaid, there holden on the 2d. of *J.* in the 2d. year of &c. were surrendred by *R. R.* son and heir of *H. R.* and *E.* wife of the said *R.* by the name of &c. And all other Customary Messuages, Lands, Tenements, and Hereditaments whatsoever which the aforesaid *H.* late had, or which the aforesaid *H. R.* had or ought to have within the Jurisdiction of the said Mannor, with all and singular their Appurtenances whatsoever, to the use and behoof

behoof of *R.P. C.S.* &c. and *M.* his wife, and of the Heirs of the ſaid *R.* for ever, as by the Court-Rolls of the ſaid Mannor in that behalf may appear; *To have, hold, and enjoy* the ſaid Manſion-houſe, &c. unto the ſaid &c. their Heirs and Aſſigns for ever, to the only proper uſe and behoof of the ſaid, &c. their Heirs and Aſſigns for ever, free, from and after the deceaſe of the ſaid *M. L.* of all Copyhold Cuſtoms, Fines, Heriots, and Services whatſoever; *Yielding* yearly unto the ſaid *T.T.* his Heirs and Aſſigns, from and after the deceaſe, &c. of lawful, &c. in the name of a Quit-Rent at the Feaſt day of &c. only in ſatisfaction of all other Demands, Cuſtoms and Services whatſoever. And if it ſhall happen, &c. then to diſtrain, &c. and the Diſtreſſe there taken, to Impound, detain, and diſpoſe according to Law. [*A Covenant to free the Premiſſes of Incumbrances; As alſo from and after the deceaſe of the ſaid, &c of and from all Fines, Heriots, and Services whatſoever therefore in any caſe to be paid, done, or performed, (except the ſaid yearly Quit-Rents of, &c. hereby reſerved, and except the ſtate of the ſaid, &c.)* [*A Covenant to make further Aſſurance, &c.*]

An Indenture of Bargain and Sale.

THis *Indenture*, made the 13th day of *S.* in the 14th year of the Reign of our Soveraign Lord *Charles* the 2d. &c. between *J.K.* the elder of *H.* upon *T.* in the County of *M.* Gent. *J.K.* the younger Son and Heir apparant of the ſaid *J.K.* the elder, and *J. M.* Gent. Son and Heir of *J. M.* late of *T.* in the County of *S.* Gent. deceaſed, of the one part; And *E.R.* of *L.* M. of the other part; *Witneſſeth*, That for and in conſideration of the ſum of 300 l. of lawful money of *England*, to the ſaid *J.K.* the elder in hand paid by the ſaid *E.R.* at and before the enſealing and delivery of theſe preſents: The receipt and payment whereof, the ſaid *J.K.* the elder doth hereby acknowledg, and thereof and of every part and parcell thereof, doth clearly exonerate, acquit, and diſcharge the ſaid *E.R.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them for ever by theſe preſents; And of the ſeverall ſums of 5 s. of like lawful money of *E.* to the ſaid *J.K.* the younger, and *J.M.* in hand paid by the ſaid *E.R.* at and before the enſealing and delivery of theſe preſents: The receipt whereof, the ſaid *J.K.* the younger, and *J.M.* doth hereby acknowledg, The ſaid *J.K.* the elder, & alſo the ſaid *J.K.* the younger, and *J.M.* Have granted, bargained, ſold, alienedenfeoffed, & confirmed; And by theſe preſents do grant, bargain, ſell, alien, enfeoff and confirm unto the ſaid *E.R.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement and Farm called *H.* Farm, with the Appurtenances, ſcituate, lying, and being in *H.* upon *T.* aforeſaid, in the ſaid County of *M*; And all thoſe 30 Acres of Land and Paſture, and all thoſe 8. Acres of Meadow lying incloſed in ſeveral parcells in the Common Fields of *M.* aforeſaid in the ſaid County of *M.* now or of late parcell of the Honor and Mannor of *M.* by whatſoever name or names, or howſoever the ſame or any of them are called or known, with

their and every of their Rights, Members, and Appurtenances whatsoever, (the Messuage, Farm, and Premisses, were by the late King *Charles* I. by his Highness Letters-Patents under the Great Seal of *England*, bearing date &c. in the 14th year of his Reign, granted (amongst other things) to *W. C.* and *E. F.* and Heirs in Fee-Farm in trust, for *W. R.* at the Rent of &c. *per annum*, and were by the said *W. R. W. C.* and *E. F.* by their Deed, inrolled in the High-Court of *Chancery*, bearing date on or about the &c. in the &c. year of the late King, bargained, sold, and conveyed *I. M.* and *W. H.* therein named, and their Heirs and Assigns, (in trust for the said *I. K.* the elder.) And were by *I. M.* party to these presents, Son and Heir of the said *I. M.* deceased, (who surveyed the said *W. K.*) granted and conveyed to the said *I. K.* the elder, his Heirs and Assigns, as by the Conveyances thereof may appear. And the Reversion and Reversions, Remainder and Remainders of all and singular the said Messuage, Farm-Lands, Tenements, Hereditaments, and Premisses hereby granted, or mentioned to be hereby granted, and of every part and parcel thereof. And all Rents, Services, and Profits, to them, or any of them, or any part and parcel of them, or any of them incident belonging or appertaining; and also all and every the Estate and Estates, Rights, Titles, Claims, Trusts, and Demands whatsoever, of them the said *J. K.* the elder, *J. K.* the younger, and *J. M.* or either of them, of, in, to, and out of the same Messuage, Lands, Tenements, Hereditaments, and Premisses, and every part and parcel thereof. And all and every the Deeds, Charters, Writings, and Mynuments whatsoever, touching or concerning the said Messuage, Lands, Tenements, or Hereditaments, and Premisses whatsoever, hereby granted, or mentioned to be granted, or any of them, or any part or parcel thereof; *To have and to hold* the said Messuage or Tenement, Farm-Lands, Meadow, and all other the Premisses hereby granted, bargained, and sold, or mentioned, or intended to be hereby granted, bargained, and sold, and every part and parcel thereof, with their and every of their Appurtenances, unto the said *E. R.* his Heirs and Assigns for ever; To the onely and proper use and behoof of him the said *E. R.* his Heirs and Assigns for ever. And the said *J. K.* the elder, doth hereby grant for him and his Heirs, that he the said *J. K.* and his Heirs, the said Messuage, Farm-Lands, Tenements, Hereditaments, and Premisses; and all and singular other the Premisses hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their Rights, Members, and Appurtenances, unto the said *E. R.* his Heirs and Assigns, against him the said *J. K.* and his Heirs; and against all and every other person and persons whatsoever, shall and will warrant, and for ever defend by these presents.

And, The said *J. K.* the elder, and *J. K.* the younger, do for themselves, severally, and for their several Heirs, Executors, and Administrators. And for every of them, covenant and grant, to and with the said *E. R.* his Heirs, Executors, and Administrators, and to and with every of them by these presents, That then the said *J. K.* the elder, and *J. K.* the younger, and the said *J. M.* shall and will before the &c. next ensuing the date hereof, before the Justices of the Court of Common-Pleas at *Westminster*, in due form of Law, levy to

to the ſaid *E. R.* and his Heirs, one Fine, *Sur Cognizances de droit come ceo*, &c. with Proclamations, according to the form of the Statute, in ſuch caſe made and provided, of all and ſingular the Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes aforeſaid, by ſuch apt names, quantities, and qualities, and number of Acres, and in ſuch ſort, manner, and form, as by the ſaid *E. R.* his Heirs or Aſſigns, or by his or their Councel learned in the Law, ſhall be reaſonably deviſed, or adviſed and required.

And, the ſaid *J. K.* the elder, for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant to, and with the ſaid *E. R.* his Heirs and Aſſigns, and to and with every of them by theſe preſents, in manner and form following; that is to ſay, That the ſaid *J. K.* the elder, now is the true and lawful Owner of all the ſaid Meſſuage, Farm-Lands, Tenements, and Hereditaments, and all and ſingular other the Premiſſes, hereby granted or mentioned, to be hereby granted; and of every part and parcel thereof, with their and every of their Appurtenances, and is rightfully and abſolutely ſeized thereof, and of every part and parcel thereof, of a good, pure, abſolute, and indefeazable eſtate of Inheritance in Fee-ſimple, without any manner of condition, truſt, contingent Proviſo, or limitation of uſe or uſes, or other reſtraint, matter, or thing whatſoever, to alter, change, charge, determine, incumber, defeat, or evict the ſame. *And*, that he ſhall and will continue ſo ſeized thereof, and of every part and parcel thereof, until a good, perfect, and abſolute Eſtate in Fee-ſimple, ſhall be thereof veſted in him the ſaid *E. R.* and his Heirs, according to the true intent and meaning of theſe preſents.

And that he the ſaid *J. K.* now hath good right, lawful and abſolute power and authority in himſelf, to grant, alien, and convey, all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted or mentioned to be hereby granted as aforeſaid, and every part or parcel thereof, with the Appurtenances, unto the ſaid *E. R.* his Heirs and Aſſigns, to the uſe of him the ſaid *E. R.* his Heirs and Aſſigns, in manner and form aforeſaid.

And that the ſaid *E. R.* his Heirs and Aſſigns, and every of them, ſhall or lawfully may from time to time, and at all and every time and times hereafter, *have, hold, occupy, poſſeſs, and enjoy*, all and ſingular the ſaid Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned to be hereby granted, and every part and parcel thereof, with all and ſingular their and every of their Appurtenances, and all and every the Rents, Iſſues, and Profits and Commodities thereof ariſing and growing, *to have and take*, without any manner of Let, Suit, Trouble, Vexation, Eviction, Diſturbance, or other hinderance or moleſtation whatſoever, of or by the ſaid *J. K.* the elder, his Heirs or Aſſigns, or any other perſon or perſons whatſoever, lawfully claiming, or to claim the ſaid Meſſuage, Lands, and Premiſſes, or any part or parcel thereof, (except as herein after is excepted.)

And that the Meſſuage, Farm-Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned, or intended to be hereby granted as aforeſaid, and every part and parcel thereof, with all and ſingular their and

every of their Appurtenances, now are, and be, and from henceforth for ever hereafter ſhall continue, remain, and be unto the ſaid *E. R.* his Heirs and Aſſigns, free and cleer, and freely, clearly, and abſolutely freed and acquitted, exonerated and diſcharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Deviſes, Uſes, Jointures, Dowers, Intails, Eſtates, Leaſes, Rights, Titles, Rents, Arrerages of Rents, Iſſues, Fines, Poſt-Fines, Amerciaments, Debts, Duties, Judgments, Executions, Recognizances, Statute-Merchants, and of the Staple; and all Debts of Record, Extents, *Liberates*, Seizures, Charges, Titles, Troubles, Forfeitures, Annuities, and Incumbrances whatſoever, had, made, committed, done, acknowledged, or ſuffered or cauſed to be had, made, committed, done, acknowledged, or ſuffered by the ſaid *J. K.* the elder, or by any other perſon or perſons whatſoever, (one Leaſe of the Premiſſes heretofore granted to the late King *Charles* 1. to *J. T.* and *T. L.* their Executors and Aſſigns, for the term of 40 years, beginning &c. now in being, and upon which is reſerved the yearly Rent of &c. which from henceforth, during the reſidue of the ſaid term, ſhall be payable to the ſaid *E. R.* his Heirs and Aſſigns; alſo the Fee-Farm Rent of &c. reſerved by the ſaid Letters-Patents, and yearly to be paid to the ſaid late King, his Heirs and Succeſſors, for the ſaid Premiſſes for ever, onely excepted and fore-prized.)

And the ſaid *J. K.* the elder, for him, his Heirs, Executors, and for every of them, doth further covenant and grant, to and with the ſaid *E. R.* his Heirs and Aſſigns, and to and with every of them, by theſe preſents, That he the ſaid *J. K.* the elder, his Heirs and Aſſigns, and the ſaid *J. K.* the younger, and all and every other perſon and perſons whatſoever, having or lawfully claiming, or which ſhall or may at any time or times hereafter, have or lawfully claim any Eſtate, Right, Title, or Intereſt, of, in, or to the Premiſſes hereby granted, or mentioned to be granted, or of, in, or to any part or parcel thereof, ſhall and will from time to time, and at all times hereafter, at and upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *E. R.* his Heirs and Aſſigns, or ſome of them, do, make, levy, execute, acknowledge, and ſuffer, or cauſe to be made, done, acknowledged, executed and ſuffered, all and every ſuch further, and other reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances, Conveyance and Conveyances, in the Law whatſoever, for the better and more perfect Aſſurance, Surety, and ſure making and conveying, ſetling, eſtabliſhing, or confirmation of the ſaid Meſſuage, Farm-Land or Lands, Tenements, Hereditaments, and Premiſſes, hereby granted, or mentioned to be hereby granted, or any of them, and of every, or any part or parcel thereof, with all and ſingular their, and either of their Appurtenances, unto the ſaid *E. R.* his Heirs and Aſſigns, according to the true intent and meaning of theſe preſents (be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indented or Poll, Inrolled or not Inrolled, the Inrollment of this preſent Indenture, Common Recovery or Recoveries, with ſingle, double, or treble Voucher or Vouchers, Releaſe or Confirmation, and by all and every of the ſaid Waies or Means, or any other ways or means in the Law what-

whatſoever, as by the ſaid *E.R.* his Heirs or Aſſigns, or any of them; or by his, their, or any of their Councel Learned in the Law, ſhall be reaſonably deviſed or Adviſed and required, ſo as the ſaid further Aſſurance ſo to be made, or any of them, do not nor ſhall contain any further Aſſurance or warrant, for enjoying them only againſt the parties thereunto reſpectively, and their reſpective Heirs, and touching Acts and Deeds done or ſuffered by them or any of them; And ſo as for the acknowledging and executing of ſuch further Conveyances & Aſſurances, or any of them by the perſons that ſhall be required to make or execute the ſame, be not compelled nor compellable for the doing thereof, to travail further or elſewhere then to the City of *L.* or *W.* or one of them.

And, it is declared, concluded, and agreed by and between all and every the ſaid Parties to theſe preſents, That the Fine ſo as aforeſaid to be levied, and all and every other Fine and Fines, Feoffment and Feoffments, Conveyance and Aſſurance in the Law whatſoever, heretofore had and executed, or hereafter to be had, made, levied, and executed by and between the ſaid Parties to theſe preſents, or any of them, or by them or any of them, with any other perſon or perſons of the Premiſſes, as any part or parcel thereof ſhall be and enure, and ſhall be adjudged, deemed, and taken to be and enure to the only and proper uſe and behoof of the ſaid *E.R.* his Heirs and Aſſigns, and to and for no other uſe, intent or purpoſe whatſoever.

And, the ſaid *J.M.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *E.R.* his Heirs and Aſſigns, and to and with every of them by theſe preſents, That he the ſaid *J.K.* hath not done, committed, executed or ſuffered any Act or Acts, Thing or Things whatſoever, whereby the ſaid Meſſuage, Farm-Lands, Tenements, and Premiſſes, or any part thereof, now are, or at any time hereafter ſhall or may be Impeached or Incumbred in Title, Charge, Eſtate, or otherwiſe (The Conveyance and Eſtate thereof made and granted by him the ſaid *J. M.* to the ſaid *J.K.* the elder, and his Heirs herein before mentioned, only excepted and foreprized); *In witneſs, &c.*

Bills, Pleas, and Demurrers in Chancery.

A Demurrer for Matters for which the Plaintiff hath his Remedy at Law.

The joynt and ſeveral Demurrer of T.T. A.B. T.H. O.N. R.F. W.F. G.C. J.G. W.H. W.B. *and* M.B. *Defendants, to the Bill of Complaint of* A.B. *Complainant.*

THe ſaid *Defendants* nor any of them acknowledging or confeſſing any of the Matters, or Allegations charged in the ſaid Bill againſt them, or any of them, to be true in ſuch manner, as by the ſaid Bill of Complaint is pretended, do joyntly and ſeverally Demur in Law unto and upon the ſaid Bill of Complaint, and the matters therein contained.

And whereunto they ſay, They are not by Law bounden or compellable to make any Anſwer, and whereof they humbly pray, and every of them prayeth and demandeth the Judgment of this Honourable Court. *And* for Cauſes of Demurrer according to Law and the preſent ſettled Orders and Courſe of this Honourable Court, The ſaid Defendants and every of them ſaith, That the ſaid Complainant by his ſaid Bill of Complaint, doth ſet forth and ſhew, That the ſaid *C.A.* in the Bill named, by Indenture bearing date the 14th of *N.* in the 13th year of his now Majeſties Reign, for valuable Conſideration, did grant unto the Complainant and his Aſſigns, one Annuity or Rent-Charge of 20l. *per Annum*, to be iſſuing out of all the Lands and Tenements in queſtion in the Bill ſpecified for and during the natural Life of the ſaid Complainant; which Annuity or Rent-charge is ſet forth by the ſaid Bill of Complaint to be made and granted before ſuch time as any of the Defendants had purchaſed any of the Lands in queſtion.

And it is *further* declared by the ſaid Bill of Complaint, That the ſaid *C.A.* ſhortly after the ſaid Annuity or Rent-Charge was ſo made and granted unto the ſaid Complainant, did confeſs and acknowledg a Judgment of 200l. in his Majeſties Court of his Bench then at *Weſtminſter*, which ſtandeth ſtill in force, which Judgment was intended to be Defeazanced for the true and quiet Enjoyment of the ſaid Annuity or Rent-charge.

And

And it appeareth *further* by the ſaid Bill of Complaint, That the Complaynant hath ſued forth a *Scire facias* againſt the Defendants or ſome of them as Terr-Tenants to the Lands in queſtion, who have pleaded ſeveral Pleas of *Non-Tenure*, *Joynt-Tenancy*, and *Diſclaymers*, unto the ſaid Writ of *Scire facias* in the ſame Court of Kings-Bench; which Pleas do there ſtill depend undetermined. *And* the Scope of the Bill is to compell the Defendants, being Purchaſors for valuable Conſideration, to diſcover their ſeverall Eſtates and Tenancies of, in, and to, the Lands in queſtion, to enable the Complainant, and inform him how to reply, plead, or take Iſſues upon the ſeverall Pleas to the ſaid Writ of *Scire facias* pleaded, and now depending, in diſadvantage of the ſaid Defendants being Purchaſors. *And* to make them lay open their ſeverall Eſtates and Tenancies, to make themſelves ſubject and liable to the Penalty of the ſaid Judgment of 200 l. which by the Favour of this High and Honourable Court, the ſaid Defendants being Purchaſors, are not compellable or to be enforced to do, as well for that the Law hath provided a Remedy againſt pervors of Profits, where the Tenants are not known, as for that it appeareth by the ſaid Bill of Complaint, that the Complainant hath a legal and good Remedy by an Ordinary courſe of Common Law, for the Recovery of the ſaid Annuity or Rent-Charge in queſtion out of the purchaſed Lands in queſtion, which doth not ſuffice the Complainant, as it ſeemeth, but he would have Ayd of this Honourable Court in Equity to recover the Penalty of a Judgment againſt Purchaſors, which this Honourable Court (they hope) will not permit. For which Cauſes, and for divers other Defects and Inſufficiencies in Law in the ſaid Bill of Complaint appearing, the ſaid Defendants and every of them do Demur in Law unto and upon the ſaid Bill of Complaint and the matters therein contained. *And* humbly prayeth the Judgment of this Honourable Court, Whether they ſhall be enforced to make any other or further Anſwer thereunto.

A. B.

A Demurrer upon a Paroll Agreement.

The joynt and ſeveral Demurrer of T. R. T. H. J. H. *Eſquires*, J. A. *and* R. H. *Gent. Defendants, to the Bill of Complaint of* J. B. *Gent. Complainant.*

Theſe Defendants by Proteſtation not confeſſing or acknowledging the ſeveral matters in the Bill of Complaint contained to be true in ſuch Sort, Manner and Form, as the ſame are and be therein contained. *And whereas* the principal End and Scope thereof is, as it appears by the ſaid Complainant's Bill to be relieved for, upon or concerning a pretended Agreement which the Complainant pretends he did or ſhould make with the ſaid Defendant

T. R.

T.R. for, touching or concerning the purchase of the Mannor of *H.* Hall in *M.* and other the Lands in the Bill mentioned for the sum of 400 l. to be paid in such Manner and Form as is therein mentioned, and to be relieved likewise against a Contract or Conveyance which the said Complainant doth alledg by his Bill, That the said Defendant *T. R.* hath sithence made with these Defendants *T.H. J.H.* and *R.H.* or some or one of them, of, or concerning the said Premisses; and to have these Defendants to set forth, Whether the said Defendant *T.R.* hath sold the said Premisses unto them or any of them, or what Estate or Estates he hath made unto them, or any of them, of or concerning the said Premisses, or any part thereof, and when the same was made, and by what Conveyance, and upon what consideration the same was had or made. These Defendants and every of them as touching or concerning the said several matters, and all other matters in the said Bill of Complaint contained, do Demur; and for cause of Demurrer, shew;

First, For that it doth appear by the said Complainant's Bill, That the said pretended Agreement (if in case any such there was or be at any time had or made between the said Complainant and the said Defendant *T.R.* touching or concerning the said Premisses, which these Defendants do not in any wise admit) was only a bare Paroll and naked Agreement, and in no part executed, nor any consideration paid for the same, which, as these Defendants are advised by their Councel, is not or ought not to be any wayes relieveable in this Honourable Court.

Secondly, For that it doth not appear by the said Complainant's Bill, what Estate in certain either for Life, Years, or in Fee, or what other Estate in certain this Defendant *T.R.* was to make, or should by the said pretended Agreement make or grant to the said Complainant of or concerning the said Premisses.

Thirdly, For that it doth not appear by the said Complainant's Bill, neither is it hereby any wayes alledged, That these Defendants *T.H. J.H.* and *R.H.* or any of them was or were privy to the said pretended Agreement, or had or did take any notice thereof, so as, or whereby, the said Complainant cannot or ought not, as these Defendants are advised by their Councel, to have any Advantage or Relief against these Defendants *T.H. J.H.* and *R.H.* or any of them, to impeach or avoid any Contract or Conveyance made or granted of the Premisses to these Defendants or any of them, for, upon, or concerning any such pretended Agreement (if in case any such there was, or be had or made, which these Defendants do not in any wise admit as aforesaid). *For which* Causes, and for severall other Defects and manifest Imperfections in the said Bill of Complaint contained, these Defendants and every of them do Demurr to the said Bill of Complaint, and do humbly crave the due Consideration of this Honorable Court, Whether they or any of them shall be bound to make any other or Further Answer thereunto other or otherwise then as aforesaid. *And* do humbly pray to be hence dismissed with their reasonable Costs and Charges in that behalf wrongfully sustained.

A Plea by Tenants in Common for cutting of Wood.

The Plea and Demurrer of C. T. *Wife of* P. T. *and* R. T. *Esq. eldest Son of the said* P. T. *to part. And the Joynt and Severall Answer of the said* C. *and* R. *to the other part of the Bill of Complaint of* E. G. *Gent. Complaint.*

THe *said Defendant*, to so much of the Bill of Compliint as concerneth the cutting of Wood and Timber by the said *P. T.* and him this Defendant *R. T.* or their threatning to cutt Wood, and Timber upon the parts of the Mannor and Premisses, in the Bill mentioned, supposed by the Bill to belong to the Complainant. And touching the Defendants claiming of all the parts of the Mannor and Premisses, in the Bill mentioned that lye undevided and in Common. *And*, their Claime of liberty of free Warren and food for their Conyes in and over all the said Mannor and Premisses: It appeareth of the Complainant's own shewing, that 60 acres of the Wood called *F.* Park in the Bill mentioned stand divided between the Complainant and the said *P. T.* and this Defendant *R. T.* *And*, that the residue of the said Wood doth lye in Common between the said Complainant and the said Defendant, *P. T.* and him this Defendant *R. T.* or one of them. *And*, the End and Effect of the Bill is, That the said Mannor and Premisses, divided and undivided and lying intermixed may be set out by Metes and Bounds, and that the Complainant may have his part and share in such parts of the said Wood, which (as is alledged) was never divided: They these Defendants, not confessing or acckowledging the said matters charged in the said Bill of Complaint to be true, as the same are herein and hereby set forth, say, That foras much as it appeareth by the said Defendants *P. T.* and this Defendant *R. T.* or one of them do hold part of the said Mannor and Premisses, undevided in Common to and with the Complainant, Therefore and for that there is no matter of equity or other matter in the said Bill properly examinable and determinable in this Honourable Court, And for that the Complainant hath good remedy by the Common-Lawes of this Land to be relieved in the Premisses. And for that here is nothing alledged in the said Bill, whereby the the Complainant is disabled to sue at the Common Law: These Defendants as to those parts of the said Bill as touch or concerne the matters and things before mentioned, doe Demurre in Law. And humbly demand the Judgment of this Honourable Court, Whether they shall be compelled to make any further Answer thereunto.

And, these Defendants *further*, by way of Plea say, That *I. B.* in the Bill named was about the 10th year of the Raign of King *H.* 8. lawfully seised in his demesne as of Fee, of and in the Mannor of *E.* in the County

of

of *O.* And of and in divers Meſſuages, Lands, Tenements, Hereditaments, Rents, Reverſions, and Services to the ſaid Mannor belonging or appertaining. And of and in the ſaid Wood, called or known by the name of *F.* Park in *F.* aforeſaid, containing by Eſtimation 75 Acres; And afterwards about the 5th year of Queen *Eliz.* he the ſaid *I. B.* having Iſſue 5 Daughters named, *E. M. T. A.* and *S.* dyed ſo ſeiſed, after whoſe deceaſe the ſaid Mannor, Woods, and Premiſſes deſcended to them the ſaid 5 Daughters to hold in Co-parcenary. And the the ſaid 5 Daughters, being ſo ſeiſed, the ſaid *E.* did take to Husband one *E. H.* Eſq. And the ſaid *M.* did intermarry and take to Husband one *G. C.* Eſq. and the ſaid *T.* did intermarry, and take to Husband one *I. C.* and the ſaid *A.* and *S.* did intermarry, but afterwards died without Iſſue of her Body begotten, whereby their parts and intereſts in the ſaid Mannor and Premiſſes, did deſcend and remain to the ſurviving Siſters, and their Heirs, according to the courſe of the Common-Law of this Land. And the ſaid *E. T.* and *M.* and their Heirs thereupon became ſeiſed each of them of a full 3d. part of the ſaid Mannor and Premiſſes. And they and every of them being ſo ſeiſed, the ſaid *G. C.* and *M.* his Wife and the ſaid *I. C.* and *T.* his Wife and their Heirs, did heretofore for valuable Conſideration of Mony joyntly and ſeverally convey all their Eſtate and intereſts in their ſaid two 3d. parts of all the ſaid Mannor, and of the ſaid Woods, and Premiſſes, to *I. T.* Eſq. and *T. T.* Kt. and Bar. or one of them, or to their or one of their Heirs, and Aſſigns, for ever. *To have and to hold*, to them or him, and their or one of their Heirs, in ſeveralty as the ſame was devided from the other 3d. part of the ſaid *E. H.* and *E.* his Wife. And the ſaid *T. T.* being heretofore ſeiſed of the ſaid two 3d. parts of the ſaid Mannor and Premiſſes; and the ſaid Defendant *P. T.* being about the 12th. year of the Raign of King *James*, to marry with *A. T.* his late Wife deceaſed; He the ſaid *T. T.* in Conſideration of the ſaid marriage then to be had and ſolemnized, and for the ſetling of his Lands in his name and Blood, and for divers other good Cauſes and Conſiderations him thereunto moving, did by Fine and other Good Conveyances and Aſſurances in Law ſettle and aſſure amongſt other things the ſaid 2 parts of the ſaid Mannor, of *F.* and the ſaid Woods, and Wood-grounds containing by Eſtimation 75 Acres to himſelf for life, the Remainder to the Defendant *P. T.* for life, the Remainder to the firſt Son of the ſaid *P. T.* on the Body of the ſaid *A.* his then intended Wife, or on any other Wife to be begotten. And to the Heirs of the Body, of ſuch firſt Son, with divers Ramainders over as in and by the ſaid Conveyances, and Settlement may appear. And ſhortly after, the ſaid marriage took effect, and the ſaid *A.* dyed without Iſſue Male of her Body begotten; and the ſaid *P. T.* afterwards intermarried with the Defendant *C.* by whom he had Iſſue the Defendant *R. T.* his eldeſt Son, and Tenant in Taile of the ſaid two parts of the ſaid Mannor, Woods, Wood-Grounds and Premiſſes.

And, theſe Defendants *further ſay*, That the ſaid *P. T.* is yet living and

and is Tenant for life in poſſeſſion of the ſaid two 3d. parts of the ſaid Woods, and Wood-Grounds, and Premiſſes; without impeachment of Waeſt, and neither of theſe Defendants have any intereſt in the ſame, during the Life of the ſaid *P.* and ſo are in no wayes lyable, queſtionable, or to be impeached by the Complainant during the Life of the ſaid Defendant *P. T.* for or by reaſon of the felling, cutting or ſelling any of the Timber, Timber-Trees, or Woods growing upon the Premiſſes, or for any other matter or thing complained of by the ſaid Bill, or for which the ſaid Complainant ſeeks Reliefe: for which Cauſes they theſe Defendants do humbly crave the Judgment of this Honouraale Court, Whether they ſhall be compelled to make any other Anſwer unto ſuch parts of the ſaid Bill of Complaint as concerns the Claim, Intereſt, and Title of them theſe Defendants, or either of them, of in or to the ſaid Woods, Lands, and Premiſſes, or any part thereof or the parting or dividing of the ſame, or any part thereof, or the cutting or threatning to cutt the Wood and Timber upon the Premiſſes, or any part thereof.

And, this Defendant *R. T.* doth deny that he this Defendant doth combine with the other Defendant *P. T.* to diſturb the poſſeſſion of the Complainant in the Premiſſes or that he doth for that purpoſe endeavour to obſcure or conceal the Metes and Bonds, of the Premiſſes or any part thereof.

And, the ſaid Defendant *R. T.* doth deny, that he hath gotten into his poſſeſſion or into poſſeſſion or any other perſon or perſons, any Deed or Deeds, Evidence or Evidences, that make good the Title of *T. W.* and *E.* his Wife, of *I. T.* in the Bill named or any of them to the Premiſſes in the Bill for that purpoſe mentioned or any part thereof without him. &c.

A Demurrer to a Bill where the Plaintiff hath not made to himſelf a good Title to the things demanded by the Bill.

The Anſwer and Demurrer of M. C. *Eſq. Defendant to the Bill of Complaint of* G. T. *Eſq. An Infant by* H. R. *Eſq. his* Prochin & Amy *Complainant.*

THe *ſaid Defendant*, as to that part of the ſaid Bill, whereby he is charged with Practiſe, Fraud, and Combination with *E. T.* in the ſaid Bill of Complaint named: and wherein he is charged; That, after the death of the ſaid *E.* he did procure Letters of Adminiſtration of the Goods and Chattels of the ſaid *E.* to be granted unto him and by Colour thereof or by ſome other undue and ſubtile, and unlawfull waies did get into his Hands and Poſſeſſed himſelf of the Good, Chattels, Debts, and Credits of the ſaid *E.* The ſaid Deſendant anſwereth and denieth all and all manner of Practiſe,

Fraud,

Fraud, and Combination, charged upon him in and by the ſaid Bill of Complaint, to and with the ſaid *E. T.* in the ſaid Bill of Complaint named. And doth deny, That the ſaid *E.* did Aſſigne or transferreor, that this Defendant hath ever had any Eſtate, or Intereſt, of, in or to the Leaſe in the ſaid Bill mentioned, or the Houſe or Premiſſes, therein mentioned, or any part thereof. And doth diſclaim to have any Title or Intereſt, in, or to, the ſaid Leaſe or Houſe or any part thereof. And this Defendant alſo denieth, that after the death of the ſaid *E. T.* that he did procure Letters of Adminiſtration of the Eſtate of the ſaid *E.* to be granted unto him or his Executors, and Adminiſtrators, unto the ſaid *E.* or did any waies Adminiſter thereupon.

But this Defendant ſaith, that *I. W.* Eſq. is the Executor of the ſaid *E.* and hath proved the ſaid Will and taken upon him the ſaid Executorſhip as this Defendant takes it. And as unto all the Reſt, and Reſidue of the ſaid Bill of Complaint unto which the ſaid Defendant hath not anſwered, the ſaid Defendant ſaith, That he is adviſed by his Councell, That he needs not make any Anſwer thereunto, but that there is good Cauſe of Demurrer thereunto. For the Complainant hath not made any Title to himſelf either in Law or Equity unto the Matters and things for which he ſeeketh Relief againſt this Defendant; for that it appeareth by the Complainant's own ſhewing in his ſaid Bill of Complaint that *G. T.* in the ſaid Bill of Complaint named, did make the ſaid *E.* and the Complainant Executors, and that ſhe the ſaid *E.* after the death of the ſaid *G.* did prove the ſaid Will and Adminiſter and did Aſſigne unto the Defendant or otherwiſe Cancell, Releaſe, or diſcharge unto the ſaid Defendant the 2 Statutes and Bonds, in the ſaid Bill of Complaint charged, for that the ſaid *E.* had good power to Releaſe, Diſcharge, Cancell and Aſſigne, Grant and diſcharge the ſaid Statutes, and Bonds unto this Defendant, and for that this Defendant is not Executor, or Adminiſtrator, unto the ſaid *E.* nor lyable to anſwer for the Actions of the ſaid *E.* And for that there doth not appear any Creditors of the ſaid *G.* to complain againſt the ſame, or Suggeſtion for want of Aſſets to perform the ſaid Will or any Agreement to divide the Eſtate between the Complainant and the ſaid *E.* or that the ſaid Eſtate of the ſaid *G. T.* was given unto them otherwiſe than as Executors. And, for that this Defendant having a legall Diſcharge from one Executor, *Bona Fide* without Fraud, ought not to be queſtioned by the other Defendant to make voide the ſame, or to queſtion this Defendant for the ſame: For all which cauſes and divers other Imperfections in the Bill contained this Defendant doth Demurre thereunto, and humbly demandeth the Judgment of this Honourable Court, whether he ſhall be compelled to make any other or further Anſwer unto the ſaid Bill. All which Matters and Things this Defendant is and will be ready to averre and prove, as this Honourable Court ſhall award, And humbly prayeth to be diſmiſſed with his reaſonable coſts and charges in this behalf moſt wrongfully ſuſtained.

A Plea for a Purchaſer for valuable conſideration of Mony.

The ſeverall Pleas, Demurrer, and Anſwer of G. B. *one of the Defendants, to the Bill of Complaint of* M. W. *Complainant.*

THis *Defendant* by proteſtation not confeſſing or acknowledging all or any the Matters or Things in the ſaid Bill of Complaint contained to be true, in ſuch Manner and form as the ſame are therein ſet forth and charged againſt this Defendant; This Defendant for plea to ſo much of the now Complainant's Bill as is to compell this Defendant to ſet forth and diſcover his Title in, and to, the Lands, Tenements, and Hereditaments in *W.* in the County of *B.* in the Bill of Complaint mentioned, or any part thereof. This Defendant ſaith, That the ſaid *F. C.* being ſeiſed in his demeſne as of Fee, as this Defendant hopes to prove of and in the Mannor, or Manſion-houſe called *P.* and of the Lands, in the Bill of Complaint mentioned, made ſeverall Conveyances and Aſſurances of the ſame to *I. H. M. I. R. P.* and *R. S.* and their reſpective Heirs, Executors, and Adminiſtrators, for a valuable Conſideration. *And*, the ſaid *R. P.* and *R. S.* and *T. H.* Son and Heir of *I. H.* and *T. H.* Eſq. who claimed under the ſaid *M. J.* being thereby, and by virtue of their ſaid Eſtates, and Conveyances, ſeiſed and in full poſſeſſion of the Premiſſes; This Defendant did afterwards long before the ſaid Bill exhibited, buy and purchaſe of them by good ſufficient and abſolute Conveyances, and Aſſurances in the Law (as he was adviſed) without any Truſt, Condition, Fraud, or Limitation whatſoever, other than to this Defendant, and his Heirs, for a good and valuable Conſideration in mony amounting to 1000 l. and more, which hath been really and *Bona fide* (and not colourably nor pretendedly) paid, in which Conveyances *R. C.* the Heir of the ſaid *F. C.* who, as this Defendant hath been informed and is adviſed, had the power and Right of Redemption joyned. All which, This Defendant doth averre, and is ready to prove as this Honourable Court ſhall award: wherefore this Defendant pleadeth the ſaid Conveyances, and other the Matters aforeſaid in Barr of ſuch part of the ſaid Bill of Complaint as aforeſaid: *And*, humbly abideth in the Judgment of this Honourable Court, Whether he, being a purchaſer for good and valuable Conſideration in Money (as aforeſaid) before the ſaid Bill exhibited, ſhall be compelled in this Honourable Court either to diſcover or ſet forth the particulars of his Conveyances and Aſſurances & the nature of them, or the manner of Execution of them, to enable the ſaid Complainants, to impeach the ſame, or otherwiſe to queſtion this Defendant's Title and Eſtate thereunto. And for Cauſe of Demurrer to the ſaid Bill of Complaint, This Defendant ſaith, That for ought appears by the ſaid Complainants Bill of Complaint, the ſaid Complainant may, as this Defendant is adviſed,

vised, have his Remedy at Law, for Recovery of his pretended Judgment; for that it appears by the said Complainants shewing in and by his said Bill, that he hath a Judgment which was obtained against the said *F. C.* in the 21 year of the late King *C.* the 1. *And*, That the said *F.* was at the time of his death, as the said Complainant hopes to prove, seised in his demesne as of Fee, or some other good Estate of Inheritance, of, and in certain Messuages, Lands, and Tenements lying and being in *W.* in the County of *B.* of yearly value of 80 l. *And*, That the said Lands and Premisses, are lyable to the said Judgment as he hopes to make appear; which (if it be true) the said Complainant may, as this Defendant is advised, have his Remedy at the Common Law; and the rather, for that the said Complainant doth not so much as pretend the want or absence of any of his Witnesses, to prove the Premisses. *And* therefore, and for divers other apparent defects, and Imperfections in the said Bill of Complaint, This Defendant doth Demur in Law, and humbly demandeth the Judgment of this Honourable Court, whether he shall be compelled to make any further or other Answer, other then what is herein after answered unto.

And, for Answer to such part of the said Bill of Complaint, as is not pleaded or Demurred unto; This Defendant saith, that he doth not know, that the Conveyances in the Bill of Complaint mentioned to be made by the said *F. C.* to *T. H. M. I.* and *R. P.* or any of them, or any other Deeds or Conveyances concerning the Premisses, were Ante-dated.

And, this Defendant denies all, and all manner of Practise, Confederacy or Conbination whatsoever, to, or with the other person or persons in the said Bill of Complaint named for Defendants, or any of them, or any other person or persons whatsoever to defeat or defraud the Complainant, or to any other intent or purpose whatsoever. But for satisfaction of this Honourable Court touching the same, this Defendant saith, that the said Complainant hath been told and informed by this Defendant, or some by his directions, that there is or was certain Lands, late the Lands of the said *F. C.* now or late in the possession of *N. W.* out of which this Defendant was informed by the said *N. W.* and by the said *R. C.* the Heir of the said *F. C.* or one of them, that the said Complainant might, if he had pleased, have received and had Satisfaction, of, or, for his said Debt, or the greatest part thereof, and the said Complainant would not, or at the least did not charge his said Judgment; but hath unnecessarily and causelessely as this Defendant takes it, exhibited his Bill into this Honourable Court on purpose to vex and trouble this Defendant, and put him to unnecessary costs and charges in the Law; of which this Defendant hopes this Honourable Court will take due Consideration, and consider the same in costs to this Defendant.

And, this Defendant doth deny, that there ever was or is any money left in this Defendant's hands to secure this Defendant against the Complainant's Judgment, or any other incumbrances, or to satisfie the Complainant's Judgment, or any other Incumbrance, to which the Lands lye liable without this &c.

A Plea of the Statute of Limitations, and a former Suit.

The Plea and Demurrer of I. K. *and* E. *his Wife, Defendants, to the Bill of Complaint of* E. S. *Widdow, Complainant.*

THe *ſaid Defendants*, by proteſtation not confeſſing or acknowledging any of the Matters and things in the ſaid Complainants ſaid Bill contained, to be true in ſuch manner and form as the ſame are therein ſet forth and alledged: For Plea to the Complainants ſaid Bill, ſay, that it appeareth by the Complainants own ſhewing by the ſaid Bill, that the Cabinet, Carper, Quilts, Sum of 12 l. the late Books of Accompt, and other Books, Bonds, Bills, and Specialties; Linnen, wearing Apparrell, Fire-Wood, and other Woods, and Faggots, and Goods in the Complainants ſaid Bill mentioned; for which the ſaid Complainant by her ſaid Bill, ſeeketh to be relieved againſt theſe Defendants, were due, owing, and belonging to the ſaid Complainant in the life time of the ſaid *I. D.* in the ſaid Bill named, or as Executrix of his laſt Will and Teſtament; and that the ſaid Sum of 8 l. in the ſaid Bill mentioned to be lent to the Defendant *E.* by the ſaid Complainant, is by the ſaid Bill pretended to be lent to the ſaid Defendant *E.* about a day or two after the Buriall of the ſaid *I. D.*

And, therefore for Plea to the ſaid Complainants ſaid Bill, theſe Defendants do joyntly and ſeverally ſay, That the ſaid *I. D.* in the ſaid Bill named died, and was buried in or about the moneth of *N.* which was in the year of our *Lord God* 1638, ſo as it appeareth by the ſaid Complainants own ſhewing according to the truth, that the cauſe of the ſaid Complainants ſute againſt theſe Defendants, for and concerning the ſaid Premiſſes, in caſes theſe Defendants were, or either of them was, ever ſubject or liable to ſuch Sute, did ariſe and accrew to the ſaid Complainant above 6 years before the ſaid Complainants ſaid Bill was exhibited againſt theſe Defendants into this Honourable Court, for that the ſaid Complainants ſaid Bill, was filed on Record in this Honourable Court, upon the 26th of *J.* now laſt paſt, and not before; as by the Record thereof may more plainly appear, and therefore by a Statute made in the Parliament begun and holden at *Weſtm.* the 19th of *F.* which was in the 21 year of the Raign of our late Soveraign Lord King *James*, intitled an Act of Limitation of Actions for avoiding of Sutes at Law. The ſaid Complainant is and ought, as theſe Defendants are informed by their Councell, to be barred from commencing or proſecuting her now ſute againſt theſe Defendants in this moſt Honourable Court, for, or concerning the Premiſſes. And the rather for that it appeareth by the ſaid Complainants own ſhewing in and by her ſaid Bill, that ſhe did heretofore exhibited her Bill of Complaint againſt theſe Defendants in his Majeſties Court of *Whitehall*, commonly called the Court of requeſts, to be relieved for

and concerning the said Matters and things which by her said now Bill she seeks to be Relieved. Which Bill these Defendants say was so exhibited in the said Court of Requests above 6 years since, and these Defendants put in their answer thereunto, and the said Complainant never further proceeded therein, but, as these Defendants conceived, rested satisfied with these Defendants said answer to the said Bill. All which these Defendants offer for Plea to the said Complainants said Bill to the consideration of this most Honourable Court. And for causes of Demurrer to the said Complainants said Bill, these Defendants say that they are informed by their Councell, that in case the Matters and Things in the said Complainants said now Bill contained, for which shee the said Complainant seeketh to be relieved against these Defendants, were true, as in the truth they are not, yet the said Complainant may have a proper remedy at the Law for the same, against these Defendants and need not the aid of this Honourable Court concerning the same. Wherefore and for that the said Complainant doth not by her said Bill set forth any matter why she should seek relieſe in equity in this most Honourable Court, for or concerning the said Premisses; *And* for that also the Scope of the Complainant's said Bill, for or concerning so much thereof, the deposition of the said *W. W.* in the said Bill named, tendeth to charge these Defendants with subornation of Perjury, whereby the said Complainant indeavoureth to draw these Defendants within the Compasse of the Penall Law; and for that all Perjury and subornation of Perjury is proper to be examined at Law, these Defendants doe therefore, for the Reasons and Causes aforesaid and for other apparant Faults and Imperfections in the said Bill appearing, Demurre in Law to the said Complainants said Bill, and humbly offer the Premisses to the Consideration of this Honourable Court, and pray the Judgment of the said Court whether they shall make any Answer to the same Complainants said Bill, and that they may be hence dismissed with their reasonable costs and charges in this behalf wrongfully sustained.

H. C.

A Bill *for an Heir his Evidences, and to discover Estates claimed by the Defendants.*

To the Right Honourable &c.

HUmbly Complaining *sheweth* unto your Honour, your dayly Orators *L. D.* of *S.* in the County of *G.* yeoman and *A.* his wife for and on the part and behalfe of themselves, and your Orator *R. D.* as Father and Guardian for and on the part and behalfe of *P. D.* and *I. D.* sons of the said *R. D.* and *A.* his wife, being Infants under age, That *Whereas* one *P. P.* being in his life-time lawfully seized in his demesne as of Fee, of his own Purchase of and in all these Lands, and Premisses, with their and every of their Appurtenances,

purtenances, then lately at ſeverall times purchaſed of and from *A. L.* Gent. ſcituate lying and being within the pariſh of *B.* in the ſaid County of *G.* and alſo of and in one Cloſe called *F.* ſcituate and being likewiſe within the ſaid Pariſh of *S.* then lately purchaſed of *C.* with all the Houſes and Buildings thereupon lately erected and Built by the ſaid *P. P.* with all and ſingular their and every of their Appurtenances thereunto belonging, be the ſaid *P. P.* being ſo ſeized minding and intending to Settle, Convey, and aſſure the ſame Premiſſes upon your Orators and their Children, your Oratrix *A.* being his Niece, on or about the 5th. day of *J.* 1656. being of perfect mind and memory, and in his good health, made his laſt Will and Teſtament in writing, and therein and thereby amongſt other things, did bequeath and deviſe unto your ſaid oratrix *A. D.* all theſe the aforeſaid Meſſuages, Lands, and Tenements, with their and every of their Appurtenances whatſoever, ſcituate lying and being within the ſaid Pariſh of *S.* and *B. To have, and to hold* unto your ſaid Oratrix *A. D.* and her Aſſigns, from, and immediatly after, the deceaſe of the ſaid *P. P.* for and during and being the terme of her your ſaid Oratrixes naturall life, and from and after her deceaſe then unto the ſaid *P. P.* and unto the Heirs of his body lawfully begotten for ever, and for default of ſuch iſſue then unto the ſaid *I. D.* and unto the Heirs of his body lawfully begotten for ever. *And*, the ſaid *P. P.* did therein and thereby Nominate and appoint one *R. S.* Eſq. Executor of the ſaid Will, as in and by the ſaid Will, if in caſe it may be produced and ſhewed forth unto this Honourable Court, more fully, and at large it doth and may appear; which ſaid Will was afterwards ſigned and publiſhed by him the ſaid *P. P.* as his laſt Will and Teſtament, in the preſence of many credible Witneſſes, Mr. *W.* Mr. *R.* Mr. *P.* and others, and the ſaid *P. P.* having ſo made and publiſhed his ſaid Will, for the better preſervation thereof, did make ſeverall Coppies thereof and did deliver the ſame Coppies unto ſeverall Friends in truſt, and left the ſaid Will ſafe locked up in his Cloſet, or Chamber in his then dwelling Houſe in &c. and about one year after the Making and publiſhing of the ſaid Will as aforeſaid, he the ſaid *P. P.* ſeiſed as aforeſaid dyed in the County of *G.* by and after whoſe deceaſe the ſaid Lands, and Premiſſes, being of the value of &c. *per an.* or thereabouts, deſcended, and came as of right the ſame ought to deſcend and come unto your Orators and their Children in manner and forme aforeſaid.

And, your Orators further ſhew that out of the tender love and affection, which he the ſaid *P. P.* had and did beare unto your ſaid Orators and their Children, he the ſaid *P. P.* did in his life time for many years together place and put your ſaid Orators into poſſeſſion of the Premiſſes, to the end that your ſaid Orators might at the deceaſe of the ſaid *P. P.* the better preſerve and enjoy the ſame, and did thereupon build a fair Houſe for your Orators habitation and dwelling, alwayes, upon ſundry occaſions, in his life time expreſſing and declaring that he intended to leave the Premiſſes unto, and to ſettle the ſame upon your ſaid Orators and their Children in manner and form as aforeſaid. *And*, ſuch his will, minde, and intention, did make known unto ſeverall perſons of good Note and Credit and in particular un-

to *T. M.* Kt. the ſaid *R. S. I. P.* and *T. P.* Gent. being perſons he well affected, and ſuch as were neer in relation or allyance unto him. Yet *Nevertheleſſe*, Now ſo it is, may it pleaſe your Honours, he the ſaid *T. M. R. S. I. P.* and *T. P.* combining and confederating themſelves together with ſeverall perſons, as yet unknown to your Orators, although they well know the truth of the premiſſes, to be as aforeſaid, having by ſome caſuall and indirect meanes gotten into their hands, cuſtodie and poſſeſſion, the ſaid Will and all the Deeds, Evidences, and Writings, touching, and concerning the Premiſſes, minding and intending to conceale, and keep the ſame from your ſaid Orators, and to ſurpreſſe the ſaid Will, whereby your Orators and their Children ſhould or might take no benefit thereby, they the ſaid Confederates have now lately made divers and ſundry ſecret and fraudulent entries into the Premiſſes, or into ſome part thereof, and have made and contrived divers and ſundry ſecret and fraudulent Eſtates thereof, to and amongſt themſelves, and do dayly interrupt your Orators, in the quiet poſſeſſion thereof and doe give out in ſpeeches, That the ſaid *P. P.* died inteſtate, and made no Will at all, and the ſaid *P. P.* hath under Colour thereof ſued forth Letters of Adminiſtration of the Goods, and Chattels of the ſaid *P. P.* and the ſaid *I. P.* and *T. P.* have at ſeverall times layed claime unto the Premiſſes, as Heirs, at the Common-Law, unto the ſaid *P. P.* and have thereupon made and contrived divers and ſecret entries into the Premiſſes, and Conveyances thereof, unto divers perſons unknown to your Orators, of purpoſe to deceive and defraud your ſaid Orators of their juſt right and intereſt, in and to the Premiſſes; by meanes whereof your ſaid Orators, and their ſaid Children, are like to be very much wronged and prejudiced, and are in great danger to be ſtripped and deprived of the Premiſſes, unleſſe they be therein timely relieved by the favour and juſtice of this Honourable Court. To the end and purpoſe therefore the ſaid Will and all other the Deeds, Evidences and Writings touching the Premiſſes may be diſcovered and produced, and that the Witneſſes thereunto may be examined for proving of the ſame in this Honourable Court: *And*, that the ſaid Deeds, Evidences and Writings, touching and concerning the Premiſſes, may be delivered unto your ſaid Orators according as of right they ought to be, and that the truth of all and ſingular the Premiſſes may be diſcovered and ſet forth.

And, to the end your Orators may be quitted and ſettled in the poſſeſſion of the Premiſſes by the decree of this Honourable Court, and may otherwiſe be relieved, in and touching the Premiſſes, as in all Equity and good conſcience they ought. May at therefore pleaſe your Honours to grant unto your Orator his Majeſties moſt Gracious Writ and Writs of Subpena to be directed unto them the ſaid *T. M. R. S. I. P.* and *T. P.* and all other the ſaid confederates when they ſhall be diſcovered, commanding them and every of them thereby, at a certain day and under a certain pain thereunto be limited perſonally to be and appear before your Honours in his Majeſties Court of Chancery &c.

A Bill

A Bill by one Tenant in Common against another, to discover in whom the Freehold of the Defendant's Moyety is, That a Writ of Partition may be brought.

To the Right Honourable, &c.

IN all humble manner Complaining, *Sheweth* unto your good Lordship, *R. A.* of *N.* in the County of *K.* Yeoman; That *whereas* one *M. R.* was in his life-time lawfully seised in his Demesne as of Fee of and in 80 Acres of Land, Arable, Pasture, and Wood by estimation, with the Appurtenances in *W.* in the the County of *K.* commonly called or known by the name of *H:* And so being seised, he the said *M.* about 13 years sithence, died of such Estate thereof seised, by and after whose death the said Premisses did and of right ought to descend and come to one *T. B.* Esq; and unto *J. W.* Gent. as Cozens and Co-heirs of him the said *M*; and accordingly the said *T. B.* after the death of the said *M*, entred into the one Moyety of the said Premisses, and the said *J. W.* into the other Moyety thereof, and were thereof respectively seized in their Demesne as of Fee. *And* the said *J. W.* being of the Moyety of the said Premisses so seized, about 12 years since, he the said *J. W.* for valuable Consideration, and by good and sufficient Conveyance and Assurance in the Law, did Sell, Convey, and Assure his said Moyety of the said Premisses unto Sir *T. W.* Knight, and his Heirs; by virtue whereof, the said Sir *T. W.* was of the said Moyety of the said Premisses lawfully seised in his Demesne as of Fee; and being so seised, he the said Sir *T. W.* about 7. years since did also for valuable considerations by good and sufficient Conveyance and assurance in the Law, sell, convey, and assure the said Moyety of the said Premisses unto your said Orator *R. A.* and his Heirs, by virtue whereof, your said Orator was and still is thereof lawfully seised in his Demesne as of Fee.

And, because your said Orator holdeth his said Moyety of the said Premisses as Tenant in Common undivided cannot improve the same, nor take so much benefit thereof as otherwise he might do, if he held the same in severalty, therefore your said Orator hath been oftentimes very earnest with the said *T. B.* that he would agree and consent to an equal partition to be made between them of the said Premisses: but so it is, may it please your Lordship, That the said *T. B.* being unwilling that a Partition should be made thereof, and that fearing lest he should be compellable thereunto by Writ of Partition at the Common-Law to be brought against him by your said Orator, he the said *T. B.* thereupon by combination with Sir *T. S.* Kt. and Dame *A.* his Wife, hath made and contrived to them or one of them, or to some other person or persons unknown to your Orator, divers secret or other Estates of and in the other Moyety of the said Premisses, or of some part thereof, of purpose that your Orator should not know against whom to bring his Writ of

Partition for the equal and indifferent parting and dividing of the said Premisses. And although your said Orator hath oftentimes requested the said *T.B.* Sir *T. S.* and Dame *A.* that they would agree and consent to an equall partition to be made of the said Premisses; or else, That they would discover and make known to your said Orator in whom the immediate Freehold and the Inheritance of the said other Moyety of the said Premisses did rest and remain, yet they have utterly and still do refuse so to do. In tender consideration whereof, and for as much as your said Orator by the means aforesaid is likely to be defeated and disappointed of his remedy at the Common-Law to obtain any partition of the said Premisses: And to the end that the said *T.B.* and Sir *T.S.* and Dame *A.* his wife, may come into this Honourable Court to Answer the Premisses, and may be compelled to set forth upon their Corporal Oath, what and what manner of secret or other Estate of and in the said other moyety of the said premisses, or any part thereof, they or any of them had made or contrived to or amongst themselves or any of them, or to any other person or persons, and to whom by name, and to whom the Immediate Freehold and the Inheritance of the said other moyety of the said premisses, doth now rest and remain, May it please your good Lordship to grant unto your said Orator, &c.

A Bill *to discover an Award, and other Writings in the Defendant's hands.*

To the Right Honourable, &c.

IN all humble manner Complaining, *Sheweth* unto your Lordship, your Orator *G.M.* Rector of the Parish Church of *W.* in the County of *S.* Clerk, That *whereas* your Orator in right of the said Church was and is seized for term of his life of and in all and singular the Tythes, of what nature and kind soever they be, yearly and every year growing, accruing, and arising within the said Parsonage, to which Parsonage the Hamlet of *W.* is appurtenant, and all the Tenants and Farmers of Land in the said Hamlet, have for all the time whereof the memory of Man is not to the contrary used to pay all their Tythes coming, arising, and growing on all and singular their Tenements unto the Rector of *W.* in kind, or compounded with him for and concerning the same, and in particular one *J.W.* of *W.* aforesaid, and all these from whom he claims, have time out of mind used to pay or compound for their Tythes in manner as aforesaid. *And* the said *J.W.* did till of late, (that is to say, till the moneth of *S.* in the year of our Lord, 1659.) pay his said Tythes unto your Orator as Rector of the said Parsonage, but then failed to pay his said Tythes, whereupon there was like to be difference and a Suit in Law between your Orator and the said *J.W.* concerning the said Tythes; for avoiding whereof, your Orator and the said *J.W.* did by the mutual consent and assent each of other, for the ending and determination of that Controversie, refer themselves

themſelves unto the Arbitrament and Award of *J. J.* and *R. T.* Gent. and bound themſelves each to other in an aſſumpſit of 20 l. apiece, by delivery of 6 d. each to other for performance of the ſaid Award; after which ſubmiſſion, the ſaid Arbitrators heard what could be alledged on each ſide, and upon full and deliberate hearing of the Allegations of both parties, they the ſaid Arbitrators did by Writing under their hand bearing date in or about the moneth of &c. paſt, Order and Award, That the ſaid *J. W.* ſhould pay unto your Orator for the ſaid years Tythes ſo arreared as aforeſaid, the ſum of 6 l. upon the 4th day of *S.* then following, and now laſt paſt, as in and by the ſaid Writing of Award, if your Orator had the ſame to ſhew, would more plainly and at large appear: The which Award, the ſaid Arbitrators did deliver or cauſe to be delivered unto the ſaid *G. M.* and your Orator expected according to the true intent and meaning of the ſaid Award, to receive the ſaid 6 l: and that the ſaid *J. W.* would thenceforth pay unto your Orator his ſaid Tythes in hand, or compound with him for the ſame. But now ſo it is (May it pleaſe your Lordſhip) that the ſaid *J. W.* having by Caſual or ſome indirect means, gotten the ſaid Award, and all the Deeds, Evidences and Writings, which would prove the ſaid Lands to be Tytheable, into his Cuſtody, he hath and doth conceal the ſame, and will not diſcover where they are, nor how he hath diſpoſed thereof; And now refuſeth and denieth to pay the ſaid 6 l. unto your Orator: And ſometimes giveth out in ſpeeches, that there was no ſuch Award; And ſometimes the ſaid *J. W.* will acknowledg, that the ſaid Arbitrators made an Award, and Ordered, That the ſaid *J.* ſhould pay for his Tythes during ſo long time as your Orator ſhould be Rector or Parſon of *W.* aforeſaid, 6 l. *per annum*: Whereas the ſaid *J. W.* knoweth, that the ſaid reference extended no further, then to ſettle a Peace betwixt your Orator and the ſaid *W.* for the ſaid one years Tythes: And the ſaid Arbitrators never intended any further, howbeit the ſaid *J. W.* upon pretence aforeſaid, doth endeavour to force your Orator to take 6 l. *per annum* for the ſaid Tythes; whereas the ſame are worth commonly 10 or 12 l. *per annum* (as the ſaid *J. W.* well knoweth): And ſometimes the ſaid *J. W.* being refractory to the Church of *England* giveth out ſpeeches, that no Tythes are to be paid; by which untrue pretence, your Orator for the preſent, and his Succeſſors, Rectors, and Parſon of the ſaid Church of *W.* aforeſaid, are like to be defeated not only of the ſaid 6 l. but alſo of the Tythes due and belonging to the ſaid Church: All which doings of the ſaid *J. W.* tend to your Orator's great Wrong and Prejudice, and are contrary to all Right, Equity, and Conſcience.

In tender Conſideration of all which Premiſſes, and for as much as your Orator hath no means at the Common-Law to help himſelf in the Premiſſes, partly for want of the ſaid Award, Deeds and Evidences, and Writings: And partly, for that the Witneſſes which ſhould prove the truth of the Premiſſes, are ſome of them lately dead, and the reſt of them gone beyond Seas, or into places remote, and to your Orator unknown; In this caſe your Orator is properly to be relieved in the Premiſſes in Courſe of Equity, where by the Oath of the ſaid *J. W.* and by other Inducements and Circumſtances, your Orator hopes,

hopes to discover such matter as shall induce this Honourable Court to Relieve your Orator in the Premisses. To, &c.

A Plea and Demurrer to a Bill of Review.

The Joynt and several Plea and Demurrer of J. C. *and* C. C. *Defendants to the Bill of Review of* J. H. *Complainant.*

THe said Defendants say, they are advised by their Counsel, That the said Bill of Complaint is Irregular and Insufficient, and such wherevnto they are not by the Rules of this Honourable Court Compellable to Answer: The Scope and Substance thereof, of the Complainant's own shewing, appears to be, That these Defendants did heretofore Exhibit a Bill into this Court against, &c. setting forth, That, &c. *Whereunto* these Defendants do Demur: For that it doth appear, as by the Rules of this Court it ought, before the Bill of Review be allowed, That the now Complainant have obtained any leave or Licence of this Honourable Court, to Exhibit his Bill of Review; nor that the Complainant hath entred into a Recognizance with Sureties before a Master of this Court, for satisfaction of the Defendants Costs and Damages, in case the Bill of Review be dismist, or give notice to these Defendants of his so doing, nor that the Complainant hath yielded any Obedience to, or performed the said Decree, either by bringing in the Deed, &c. Wherefore, and for that it doth not appear, that the Complainant hath observed the Rules of this Court in any of the particulars aforesaid: And for that, of the Complainant's own shewing, It doth appear, that the said Decree was regularly had and made upon full hearing, and for that there is no Errour in Law set forth in the said Bill of Review, to be appearing in the body of the said Decree, which is any way sufficient to induce this Honourable Court to reverse the said Decree: The supposed Errors in Law therein assigned, being meerly specious, and leading principally to draw again into Examination matters of Fact already examined in the first Suit: For that as of the Complainant's own shewing it appears, that the very same matters were all fully in Issue in the said Case, and duly debated and given in Evidence at the time of the hearing thereof, when the said Decree was made. *And* for that the Complainant for ought appears by the said Bill, hath not so much as alledged any new matter at all which was in Issue before, whereby to induce this Honourable Court to re-hear the said cause, and change the matters decreed, save only a meer pretence, without any Oath made for the truth thereof (as the Rules of this Court require), That it is lately come to his knowledg, that his Father and Mother did levy a Fine, &c. to the use, &c. Which if admitted to be true, the Complainant's Ignorance thereof, is no ground at all for a Bill of Review, or to induce this Court to reverse the said Decree, being an Allegation which may be made in all cases, but is not such new matter whereof the Complainant could not by any possibility have had Notice thereof at the time

time of the making of the ſaid Decree, as by the Rules of this Court is in that caſe provided. *And* if any ſuch Fine, &c. was, it appears it was ſubſequent to the ſaid Settlement upon which the Decree is grounded. And here is nothing alledged in the ſaid Bill which ought to alter the ſaid Decree; but the ſame as it was made upon great deliberation, ſo was it upon juſt grounds, notwithſtanding any thing in the ſaid Bill alledged, which tendeth only to bring into Examination the ſame things which were heard before, and ſettled and decreed as aforeſaid. *Therefore*, and for divers other Imperfections in the ſaid Bill appearing, theſe Defendants Demurr and abide in the Law to the Complainant's ſaid Bill of Review, and humbly pray the Judgment of this Honourable Court, whether they ſhall be inforced to make any other Anſwer thereunto, or the Complainant be permitted to proceed any further thereupon: And pray to be hence diſmiſſed.

A Bill to ſet aſide a Releaſe gained by Circumvention.

To the Right Honourable, &c.

IN all humble manner complaining, *Sheweth* unto your Lordſhip, your Orator *J.D.* of *G.* in the County of *M.* Eſq; That whereas heretofore, that is to ſay, in or about the moneth of *M.* 1640. *P.T.* of *S.* in the County of *B.* Gent. &c. and *E.L.* of *W.* in the County of *B.* Gent. and *J.P.* of *L.* in the County of *B.* Gent. did all of them joyntly and ſeverally become bound unto your ſaid Orator in one Bond of the penalty of &c. for the payment of, &c. with Intereſt of the ſame at a day then to come, and now long ſince paſt; And the ſaid Obligors failing to make payment of the ſaid Money to your ſaid Orator, he did cauſe the ſaid Bond to be put in Suit at the Common-Law againſt them, and thereupon obtained 3. ſeveral Judgments, namely, One Judgment againſt the ſaid *J.P.* in Trinity-Term, in the 22. year of the Raign of the late King *Charls*, in the Court of Upper Bench for &c. Debt, &c. Damages and Coſts; And one other Judgment in the Court of Upper Bench againſt the ſaid *P.T.* in Trinity-Term, in the 23. year of the raign of the late King of &c. debt and &c. Coſts of Suit. And one other Judgment againſt the ſaid *E.L.* in the Court of Upper Bench in Trinity Term, in the year of &c. of &c. Debt and &c. coſts of Suit, as in and by the Records of the ſaid ſeveral Courts where the Judgments are had, reference being thereunto had, may more at large appear.

And your Orator *further ſheweth*, That he having obtained ſuch Judgments, did for the prevention of further trouble and charge, apply himſelf to to the ſeveral obligations, to have payment of the ſaid money; but they took no courſe thereabout; and having made divers fraudulent Conveyances, and Aſſurances of the Lands and Tenements, and other Eſtate, one to the other, and to others in truſt for them, or ſome of them, which was done to defraud their reſpective Creditors; and particularly, that your ſaid

Orator

Orator ſhould have little or no fruit of his ſaid Judgment, whereupon your ſaid Orator for the diſcovery of an Eſtate, to the end that we might obtain ſome fruit of his Judgments, was forced to preferre his Bill of Complaint unto this Honourable Court againſt the ſaid *P. T. E. L. I. P.* and others, to diſcover the ſaid fraudulent Conveyances, and diſpoſitions. And at length your ſaid Orator did finde out that the ſaid *I. P.* was then ſeiſed in his demeſne, as of Fee, or ſome other good Eſtate, of and in divers Lands, and Tenements, in the ſaid County of *B.* whereupon your ſaid Orator, did on or about the 4th. day of *M.* in the 13th. year of &c. cauſe a Writ of *Elegit*, to be ſent forth of the ſaid Court, upon the ſaid Judgment againſt the Lands and Tenements, of the ſaid *I. P.* directed to the Sheriff of the County of *B.* who in Execution of the ſaid Writ did deliver to your ſaid Orator the poſſeſſion of certain Lands, and Tenements of the ſaid *I. P.* and it is returned thereupon, that the ſame were the Moiety of all the Lands and Tenements whereof the ſaid *I. P.* was then or ſince the time of the ſaid Judgment ſeiſed, as by the Records thereof, relation being thereunto had, may appear, by vertue whereof your Orator ought to have had the poſſeſſion thereof delivered unto him; and alſo your Orator took out one or more Writ or Writs of *Elegit* upon the ſaid other Judgements againſt the ſaid *P. T.* and the ſaid *E. L.* to the end he might ſatisfie himſelfe the ſaid Debt the ſooner, but your ſaid Orator could not for a long time get the ſame Executed.

And, your Orator *ſheweth* that at length, that is to ſay, in or about the month of &c. in the year &c. your ſaid Orator at his great coſt and Charges got the ſaid *E. L.* being under arreſt, to be charged with an Action of &c. who being under ſuch arreſt your ſaid Orator and he came to an agreement, which was to this effect. Namely, That he the ſaid *E. L.* ſhould pay to your ſaid Orator the ſum of &c. in full of the ſaid Debt and that upon ſuch payment of the ſaid &c. to your ſaid Orator, he your ſaid Orator ſhould aſſign over to him the ſaid *E.* or to *T. L.* Son and Heir apparant of the ſaid *E.* and in truſt for him the ſaid *E.* the ſaid two ſeverall Judgements ſo obtained againſt the ſaid *P. T.* and *I. P.* and all the benefit and profit thereof, to the end that he the ſaid *E. L.* or the ſaid *T. L.* on his behalf, being as he then pretended only bound or ſurety with the ſaid *P. T.* and *I. P.* in the ſaid bond, might reimburſe himſelf of the ſaid Money ſo by him paid to your ſaid Orator as aforeſaid. *And* thereupon there was a certain writing drawn in in the nature of a Letter of Attorny, or Deed of Aſſignment, bearing date in or about the &c. day of &c. reciting thereby the ſaid two ſeverall Judgments had and obtained by your ſaid Orator againſt the ſaid *P. T.* and *I. P.* as aforeſaid; and expreſſing that your ſaid Orator, for, and in conſideration of the ſum of &c. by the ſaid *E. L.* paid to your Orator, did at the requeſt, and by the ſpeciall directions of the ſaid *E. L.* teſtified by his being party thereunto, Grant, Aſſign, and ſet over unto the ſaid *T. L.* the ſaid two ſeverall Judgements and all his intereſt and eſtate, in and by the ſaid recited *Elegit*, and Extent thereupon, and all the Advantage and benefit that he your ſaid Orator might have or receive thereby. *And* did thereby conſtitute, nominate,

nominate, and appoint, and in his place and ſtead put the ſaid *T. L.* his true and lawfull Attorney irrevocable for him and in his name, but to the onely uſe and behoof of the ſaid *E. L.* to ask, levy, recover, and receive the Money due upon the ſaid Judgments; and to do all other lawfull Acts and Things as an Attorney in ſuch caſes could or ought to do; and your ſaid Orator did therein and thereby covenant, that he your ſaid Orator had not before, nor at any time after ſhould, without the conſent of the ſaid *E. L.* his Executors, Adminiſtrators, and Aſſigns, in that behalf firſt had and obtained in Writing, releaſe or diſcharge the ſaid *P. T.* and *J. P.* their or either of their Executors and Adminiſtrators, or any of them, of and from the ſaid Judgments or either of them, or in any manner hinder, delay, or diſclaim or barr the ſame, or either of them, or any Suit therein to be commenced without the like conſent of the ſaid *E. L.* his Executors, Adminiſtrators, or Aſſigns; nor ſhould nor would do, or cauſe to be done, any other Act or Thing whereby the ſaid Judgments or any of them, or any Writ or Writs of Proceſs or Proceſſes concerning the ſame, or any of the proceedings of the ſaid *T. L.* his Executors, Adminiſtrators, or Aſſigns, upon the ſaid Judgments or Extents, or any of them, ſhould or might be hindred or ſtayed, impeached, releaſed, diſcharged, determined, barred, or avoided, with divers other Covenants and Agreements in the ſaid recited Deed of Aſſignment or Letter of Attorney mentioned and contained: And by the ſaid Letter of Attorney, (if the ſame may be produced to this Honourable Court) relation being nevertheleſs thereunto had, may more at large appear. For performance of which Covenant, the ſaid *E. L.* and *T. L.* did draw your ſaid Orator to enter into a Bond of the penalty of, &c. bearing date on or about the &c. in the year, &c.

And your Orator ſheweth, That within few dayes after the ſealing and delivery of the ſaid Letter of Attorney and Bond, one *W. P.* ſon and heir of the ſaid *J. P.* together with *J. R.* and *R. K.* two Attorneys at Law, who had for ſome ill end and purpoſe before combined with the ſaid *P. T. E. L. T. L.* and *J. P.* and divers other perſons to your Orator unknown, which the ſaid Combiners do very well know, and your Orator prayeth they may diſcover and ſet forth by their Anſwer hereunto; whoſe names when your Orator ſhall have ſo diſcovered, he humbly prayeth they may be herein inſerted, and made parties to the Bill of Complaint, with apt words to charge them, who all know and had notice of the paſſages aforeſaid. *And* they the ſaid *W. P.* the ſon of *J. P.* and *A. R.* came to your Orator, and told him, that *E. L.* pretended to them, that he had paid your Orator the ſaid Sum of &c. and had an Aſſignment of the Judgments obtained againſt his Co-Obligors, and threatned to proceed againſt them in your Orator's name, and deſired to be ſatisfied of the reality of the payment of the ſaid, &c. whether the ſaid *E. L.* did really pay the ſame to your Orator or no; who acknowledged to them, that he had really and *bona fide* received the ſaid Sum of &c. of the ſaid *E. L*; but the ſaid Confederates ayming at ſome further advantage to themſelves, and to Prejudice, and Surprize, and Circumvent your Orator: and, to the end they might the better be aſſured thereof as was pretended, did deſire further, that your Orator would give a Receipt under your Orator's hand of the ſaid, &c.

ſo.

so received of the said *E. L.* Whereupon your said Orators, conceiving they had meant fairly, and not mistrusting any ill dealing in the Premisses, did bid the said Confederates or one of them, draw such a Receipt; whereupon the said *W. P.* or some one of the said other Confederates (but which of them your said Orator knoweth not) did draw a Writing in paper, and did read the same to your said Orator, as if the same had been no other than an acknowledgment of the receipt of the said, &c. And so your said Orator did understand and take the same to be. *And* so it was and no otherwise, as your Orator believeth. *But* they the said Confederates perceiving as they have often since declared, that the same was not available for their purpose, did, as it seems, unknown to your Orator, write another Note, wherein were words contained amounting to a discharge of the said Judgments: which your Orator not taking notice of, nor suspecting any other thing to have been written then what they first read to him, he did, as it seems, sign the same Note; which however it was made or drawn, your Orator did intend the same for no other then meerly an acknowledgment of the receipt of the said, &c. according to the pretences of the said Confederates, and did not intend that the same should signifie or be of any other force, than to declare the receipt of the said Money, and so your said Orator did severall times express himself, as the said Confederates do well know to be true, and they did seem to desire no more. *But*, they the said Confederates having obtained your Orator's hand to a Note or Writing, the Contents or effect whereof your Orator cannot set forth, but the same is well known to the said Confederates, though your said Orator did only set his hand thereunto and not his Seal, they do now pretend, that the said Note doth bear date the day of &c. and that your Orator did set his Seal thereunto: and if no Seal were thereunto, yet the same is so penned, as that it is a clear discharge in Law of all the said Judgments and Extents: *Whereas* in truth, your Orator did not set any Seal thereunto, nor did ever intend to discharge the said Judgments or Extents, or any of them, nor did the said Confederates desire your Orator so to do; and if any Seal be set unto such Note or Writing, or, by the penning thereof, the Judgments are by Construction of Law discharged, such Seal was not affixed by your said Orator, or with his consent or privity; but the same was done, and some alteration in the said Note or Writing made by and between the said Confederates or one of them, or by some person or persons known to the said Confederates, or by or with the direction, privity, or consent of them, or some or one of them, which was done purposely by fraud and circumvention unduly to get some discharge of their said debts. *Whereas* the said *W. P.* hath since confessed to your Orator, That he proffered to *E. L.* or his Lady, the sum of &c. or some other sum of Money, to be discharged of the said debt; or used words to that purpose, or the like effect. *And*, the said Confederates in further prosecution of such their Confederacy, do pretend that your Orator by such Note hath acknowledged himself satisfied of all the said Judgments, That therefore the *Elegit* against the said *J. P.* his Estate, and all the proceedings had thereupon, and the said other Judgment had against the said *P. T.* and all the proceedings thereupon are discharged and ought to be

vacated

vacated and ſet aſide. *And* in purſuance of their ſaid Confederacy, the ſaid *T. P.* hath lately brought againſt your ſaid Orator in the Court of Kings Bench a Writ of *Audita Querela*, and hath declared there againſt your ſaid Orator upon the ſaid Note, and pretends, that your ſaid Orator having thereby acknowledged himſelf ſatisfied as is pretended, the ſaid *Elegit* had upon his Eſtate ought to be diſcharged. *And*, in further purſuance of the ſaid Confederacy, the ſaid *T. L.* hath alſo put the ſaid Bond of &c. in Suit againſt your ſaid Orator, or intends ſo to do, intending to recover the whole penalty thereof, pretending that your Orator hath by the ſaid Note or Writing broken the Covenants contained in the ſaid Letter of Attorney; when as the ſame was not deſired nor intended to be of any larger Extent in expreſſion, or in its operation, then to ſignifie that your ſaid Orator was really paid the ſaid Sum of, &c. And it was not deſired nor agreed, nor intended that ſuch Note or Writing ſhould extend to diſcharge any of the ſaid Judgments or Extents; nor was there any reaſon it ſhould ſo be, for that your Orator did not receive any Conſideration whatſoever to move him thereunto, but he did the ſame voluntarily and meerly of Courteſie; and therefore if any ſuch words be compriſed in ſuch a Note, purporting, that your Orator did acknowledg himſelf ſatisfied of the ſaid Judgments, the ſame was done by practice between the ſaid Confederates, purpoſely to circumvent and defraud your Orator; and therefore the ſame ought not to be made uſe of for ſuch purpoſe as the ſaid Confederates do intend to make uſe thereof, namely, to vacate the ſaid Judgments, and ſo to make your ſaid Orator liable to the penalty of the ſaid Bond. *And* the rather, for that the Seal if any be thereto affixed, it is ſince done, as the ſaid *W. P. J. B.* and *A. K.* who were preſent at the making and drawing thereof, do know, and who did the ſame; and alſo, that your Orator did not ſet any Seal at all to the ſaid Note. *And* your Orator humbly hopes, that the ſaid Writing, if the ſame be ſo penned as the ſaid Confederates do pretend, ought to be ſet aſide by this Honourable Court, and ought not to be ſet on foot againſt the ſaid Judgments, nor to operate to releaſe or diſcharge the ſaid Judgments, the ſame having been obtained from your Orator in ſuch undue manner as is aforeſaid.

In tender Conſideration whereof, *And* for as much as your Orator is remedileſs in the Premiſſes at the Common-Law, and only relievable in this Honourable Court, and the rather, becauſe all the Witneſſes which can prove the Premiſſes to be true, are either dead, gone beyond the Seas, or removed unto places remote, unto your Orator unknown, and he hath expended above the Sum of &c. in proſecution of Suits to recover his juſt debt. To the end therefore, that the ſaid *E. L. T. L. J. P. W. P. J. R. A. K.* and the ſaid other unknown perſons when their names ſhall be diſcovered, may true Anſwer make to all and ſingular the Premiſſes; more eſpecially, that they diſcover whether or what alteration or alterations have been made in the ſaid Note or Writing ſince your Orator ſigned the ſame; and when, and by whom; and whether by direction of them, any or which of them; and diſcover further, who drew the ſaid Receipt, and whether your ſaid Orator did ſet any Seal thereunto: And by whom ſuch Seal (if any) was ſet thereto; and when and where,

where, and who were Witneſſes to the ſealing thereof; and that the ſaid Note ſo fraudulently contrived and unduly obtained from your ſaid Orator as is aforeſaid, may be ſet aſide by the Decree of this Honourable Court, and that all and every the ſaid plots and practices may receive Examination in this Honourable Court, and that in all and every the Premiſſes, your ſaid Orator may be relieved according to Juſtice and Equity: May it pleaſe your Lordſhip to grant unto your Orator the Proceſs of this Honourable Court, to be directed to the ſaid *E.L. T.L. J.P.* Gent. *W.P. A.K.* and *J.R.* thereby commanding them and every of them, &c.

A Demurrer to a Bill *in* Chancery, *for ſuing 2. Men for ſeverall Cauſes.*

THe *Defendant T.N.* by Proteſtation not acknowledging or confeſſing any of the matters or things in the Complainant's Bill of Complaint to be true in any ſuch manner and form as they are therein ſet forth, expreſſed, and declared, ſaith; That *foraſmuch* as it appeareth upon the Plaintiff's own ſhewing in his Bill, that the ſame is exhibited againſt this Defendant, and the Defendant *S.S.* Gent. in the Bill named for ſeverall and diſtinct matters of ſeveral natures, the Plaintiff in his Bill ſeeking to be relieved againſt this Defendant *T*; for the performance of an Agreement ſuppoſed to be made by this Defendant *T*, with the Complaint touching and concerning this Defendant's ſuppoſed relinquiſhing and parting with his Intereſt of and in the 4th part of the Exciſe and new Impoſt ſet and impoſed upon Beer, Ale, Cider, Perry, and all other Commodities Exciſeable, which ſhould be made, brewed, grow, imported, conſumed and ſpent in the Weſt-Riding in the County of *Y.* the City of *Y.* and the Auſty thereof. *And alſo*, the Plaintiff in his Bill againſt this Defendant *T.N.* ſeeking relief againſt an Action of the Caſe brought by this Defendant againſt the Complainant in the Court of Kings Bench for 100 l. and 1000 l. promiſed by the Plaintiff to this Defendant. *And* the ſaid Bill againſt the ſaid *S.S.* therein named, is to be relieved againſt an Action of the Caſe by the Bill alledged to have been brought by the Defendant *S.* againſt the Plaintiff in the Kings Bench, upon the Plaintiffs promiſe to pay the Defendant *S.* 100 l. *Wherefore* and for that the ſaid Bill ſo exhibited is irregular, and not any wayes warranted by the Rules of this *Honourable Court*, in regard the ſame containeth ſeverall matters againſt ſeveral Defendants of ſeveral and diſtinct natures not having relation the one to the other, and ſo in effect the ſaid Bill being ſeveral Bills againſt ſeverall Defendants; which, ſhould the ſame be admitted, ſeverall and diſtinct examinations muſt be had, and this Defendant drawn to take Copies of long pleadings and examinations that do not concern him, and which would be vexatious, and draw a double and unneceſſary charge upon this Defendant, and upon which no Decree at laſt can be made againſt this Defendant.

Wherefore

Wherefore, and for divers other defects and imperfections in the ſaid Complainant's Bill appearing, this Defendant demurreth thereunto, and humbly demands the Judgment of this Honourable Court, Whether he ſhall be compelled to make any Anſwer to the ſame: *And* humbly prayeth to be diſmiſſed, &c.

A former Suit depending for the ſame Matter.

THe *Defendant* not acknowledging all or any of the matters and things in the ſaid Bill of Complaint to be true in ſuch ſort as the ſame are therein and thereby ſet forth and declared, *ſaith*, That *foraſmuch* as it appears by the Plaintiff's own ſhewing, That the Complainant did heretofore exhibit his Bill of Complaint againſt this Defendant as Executor to the Lady *V.* and *J.D.* named for another Defendant in his Majeſtie's Court of *White-Hall* at *Weſtminſter*, ſeeking thereby to be relieved againſt the Bond of 4000 l. conditioned for payment of 2000 l. with Intereſt in the ſaid Complainant's now Bill mentioned, wherein the ſaid Complainant and the late La. *V.* ſtand joyntly and ſeverally bound to the ſaid *J.D.* and pretended payment of the ſaid debt, or, at leaſt, that the Complainant ought not to be charged therewith. *And* for as much alſo as it appears upon the Plaintiff's own ſhewing, and the truth ſo is, That this Defendant as alſo the ſaid *J.D.* anſwered the ſame: In and by which Anſwer, this Defendant did ſet forth, That the ſaid 2000 l. was the proper debt of the ſaid Complainant as he believed. And that the ſaid Complainant was firſt named in the ſaid Bond: And that the ſame was unpaid for ought he did know to the contrary: *As* by the ſaid Anſwer whereunto reference being had, more fully appeareth.

And, the ſaid Complainant in and by his now Bill exhibited into this Honourable Court, prayeth Relief againſt the ſaid Bond and debt thereby payable, ſo as the matter thereof is the ſame ſet forth in the Court of Requeſts, and is in ſubſtance the ſame for ſo much as concerns the ſaid Bond: which Suit in the ſaid Court of Requeſts for ought is alledged in and by the ſaid Complainant's now Bill, yet depends undiſmiſſed: And it appears not, that the ſaid Court is taken away, but the proceedings in the ſame, for ought appears by the ſaid Complainant's now Bill, may go on and be hereafter determined, which the Complainant beſt knowes, he being one of the Maſters thereof. *And* the ſubſtance of the Complainant's now Bill being the ſame with that in the Court of Requeſts; *And* there being no Equity pretended in this Bill, that was not in that; But only an Allegation, that there is a ceſſation of proceedings there: And yet the Complainant ſeeks to be relieved here originally (upon the ſame matter in the Court of Requeſts ſet forth by Bill as aforeſaid) to be relieved in this Court upon the matter ſo there complained of, and wherein the ceſſation is pretended to be. *Whereby* this Defendant is ſubject to be troubled and ſued in two ſeveral Courts for one and the ſame Cauſe: which double vexation in two Courts for one and the ſame

matter ought not to be admitted (as this Defendant is adviſed) eſpecially ſince this Complainant who is a Maſter of the ſaid Court, may go on (if he pleaſe) upon that Bill for ought is alledged by this Bill to the contrary.

Therefore, as to ſo much of the ſaid Complainant's now Bill as the matter thereof is comprehended in the ſaid Bill in the Court of Requeſts, this Defendant doth demur in Law, and humbly demands Judgment of this Honourable Court, Whether he ſhall be compelled to make any other or further Anſwer thereunto.

Upon an Outlawry.

THe ſaid *Defendant*, not confeſſing or acknowledging all or any of the matters or things in the Complainant's Bill of Complaint to be true in ſuch manner and form as they are therein declared and ſet forth, Saith, and doth and will aver and prove, That the ſaid *J. B.* the Complainant on the Munday before the Feaſt day of St. *Martin* the Biſhop in Winter, in the 44th year of her Majeſties Raign, was lawfully Outlawed in *L.* at the Suit of *A. B.* in an Action of debt brought in the Court of Common Pleas againſt the ſaid *J. B.* the Complainant, and as yet ſhe the ſaid Complainant ſtandeth Outlawed as aforeſaid. By reaſon *whereof*, theſe Defendants do demand Judgment of this Honourable Court, Whether the Complaint ought to be anſwered unto: *For that* ſhe the ſaid Complainant is out of the protection of the Law to ſue during the time ſhe remaineth outlawed as aforeſaid. The Record of which *Outlawry*, theſe Defendants do offer to ſhew forth to this Honourable Court under the Seal of &c. *And* do humbly demand Judgment of this Honourable Court, Whether they ſhall make any further Anſwer to the ſaid Complainant's Bill, untill ſhe have diſcharged her ſelf of the ſaid Outlawry.

Where the Complainant hath remedy at the Common-Law, the Defendants being Purchaſors.

THe ſaid *Defendants*, not acknowledging or confeſſing any thing in the Bill of Complaint to be true as is pretended, do joyntly and ſeverally demur in Law unto and upon the ſaid Bill of Complaint, and the matters therein contained. *And* whereunto they ſay they are not by Law bounden or compellable to make any Anſwer, whereof they humbly demand the Judgment of this Honourable Court. *And* for cauſe of Demurrer according to Law, and the preſent ſettled Orders and Courſe of this Honourable Court, the Defendants and every of them ſaith, That the ſaid Complainant by his ſaid Bill of Complaint doth ſet forth and ſhew, That the ſaid *C. A.* in the Bill named

named, by Indenture bearing date the &c. for valuable Conſideration, did grant unto the Complainant and his Aſſigns, one Annuity or Rent-Charge of 20 l. *per annum*, to be iſſuing out of all the Lands and Tenements in queſtion in the Bill ſpecified for and during the natural life of the ſaid Complainant; which Annuity or Rent-Charge is ſet forth by the ſaid Bill of Complaint, to be made and granted before ſuch time as any of the Defendants had purchaſed any of the Lands in queſtion.

And it is *further* declared by the ſaid Bill of Complaint, That the ſaid *C. A.* ſhortly after the ſaid Annuity or Rent-Charge of 20 l. was ſo made and granted unto the ſaid Complainant, did confeſs and acknowledg a Judgment of 200 l. in his Majeſtie's Court of Kings Bench at *Weſtminſter*, which ſtandeth ſtill in force; Which Judgment was intended to be defeazanced for the true and quiet enjoyment of the ſaid Annuity and Rent-Charge.

And it appeareth *further* by the ſaid Bill of Complaint, That the Complainant hath ſued forth a *Scire facias* againſt the Defendants or ſome of them as *Terr-Tenants* to the Lands in queſtion, who have pleaded ſeverall Pleas of *Non-Tenure*, *Joynt-Tenancy*, and Diſchargement unto the ſaid Writ of *Scire facias* in the ſame Court of Kings Bench; Which Pleas do there ſtill depend undetermined. *And* the ſcope of the Bill is, to compell the Defendants being Purchaſors, for valuable Conſideration to diſcover their ſeveral Eſtates and Tenancies of and in the ſaid Lands in queſtion, to enable the Complainant, and inform him how to reply, plead, or take iſſue upon the ſeveral Pleas to the ſaid Writ of *Scire facias* pleaded to and now depending in diſadvantage of the ſaid Defendants being Purchaſors, and to make themſelves ſubject and liable to the penalty of the ſaid Judgment of 200 l. which by the favour of this High and Honourable Court, the ſaid Defendants being Purchaſors, are not compellable or to be forced to do, as well for that the Law hath provided a remedy againſt *Pernors* of profits where the Tenants are not known, as for that it appeareth by the ſaid Bill of Complaint, That the Complainant hath a legal and good remedy by the ordinary courſe of the Common-Law, for the Recovery of the ſaid Annuity or Rent-Charge in queſtion out of the purchaſed Lands in queſtion, which doth ſuffice the Complainant, as it ſeemeth. But he would have aide of this Honourable Court in Equity to recover the penalty of a Judgment againſt Purchaſors, which this Honourable Court they hope will not permit.

For which Cauſes, and for divers other defects and inſufficiencies in Law in the ſaid Bill of Complaint appearing, the ſaid Defendants and every of them do Demur in Law unto and upon the ſaid Bill of Complaint, and the matters therein contained. *And* do humbly pray the Judgment of this Honourable Court, Whether they ſhall be enforced to make any other or further Anſwer thereunto.

Upon the Statute of Limitations.

THe *ſaid Defendant* not confeſſing or acknowledging, &c. For Plea thereunto ſaith, That by an Act of Parliament held at *Weſtminſter* in the County of *Middleſex*, in the 21. year of *James* late King of *England*, for Limitation of Actions, and for avoiding of Suits in Law; It was Enacted, That all Actions of Treſpaſs, *Quare clauſum fregit*; all Actions of Treſpaſs, Detinue; Action *Sur Trover* and *Replevin*, for taking away of Goods and Chattels; all Actions of Accompt, and upon the Caſe, other thon ſuch Accompts as concern the Trade of Merchandiſe between Merchant and Merchant, their Factors or Servants; all Actions of Debt grounded upon any Lending or Contract without Specialty; All Actions of Debt for Arrearages of Rents; And all Actions of Aſſault, Menace, Battery, Wounding, and Impriſonment or any of them, which ſhall be ſued or brought at any time after the end of that Seſſion of Parliament, ſhould be commenced and ſued within the time and limitation in the ſame expreſſed, and not after, (*That is to ſay,*) The ſaid Actions upon the Caſe (other than for ſlander) and the ſaid Actions for Accompt, and the ſaid Actions for Debt, Treſpaſſe, Detinue, and Replevin for Goods and Cattell, and the ſaid Actions of Treſpaſs, *Quare clauſum fregit*, within 3. years after the end of that Seſſion of Parliament, or within 6. years next after the Cauſe of ſuch Actions or Suit, and not after.

Foraſmuch as the Scope of the Complainant's Bill is to be relieved in this Honourable Court againſt this Defendant for Detinue of certain Goods pretended to be in the Defendants hands (and not being any accompt concerning the Trade of Merchandiſe between Merchant and Merchant, their Factors or Servants) above 3. years after the ſaid recited Seſſion of Parliament, and above 6. years after the pretended Cauſe of ſuch Action or Suit; and no Suit hath been commenced within the times in the ſaid Act of Parliament limited; This Defendant is by his Counſel adviſed, that the Complainant ought not to be relieved for the ſaid pretended Detinue, &c.

A Bill *to discover Writings and an Estate belonging to an Infant.*

To the Right Honourable, &c.

HUmbly complaining, *Sheweth* unto your Honours, your Orator *J. T.* of *L.* Esq; Son and Heir, and also Executor of the last Will and Testament of *R. T.* sometimes of *L.* in the County of *E.* Gent. deceased; That *whereas* the late Queen *Eliz.* of blessed Memory, was seised in her Demesne as of Fee, of and in all that Grange or Mannor called *W.* with the Appurtenances parcel of the Mannor of *W.* in the County of *E.* and her late Majesty being so seised thereof, by her Highness Letters Patents under the great Seal of *England*, bearing date the 10th day of *O.* in the year of the said late Queen, did demise and grant the said Mannor and Grange called *W*, with all and singular the Appurtenances, unto the Right Honorable *R.* then Earl of *L. To have and to hold* unto the said Earl his Executors, Administrators, and Assigns, for the term of &c. to begin and take place after the end and expiration of a former Lease granted of the Premisses, unto one *M. W.* by Indenture dated the 16 day of &c. in the year &c. of King *H.* the 8th. for the term of &c. to begin from the Feast of St. *M.* then last past before the date of the said Lease, the said *E.* rendring and yielding and paying, during the said term of &c. the yearly Rent of &c. as by the said Letters Patents, relation being thereunto had, more at large appears. The Interest of which said Term of &c. by several mean and good Conveyances and Assurances in the Law, in or about the year of our Lord, &c. for great and valuable Considerations, lawfully came to and were vested and settled in your Orator's Father, for and during all the then rest and residue of the said Term of &c. then to come and unexpired. *And* your Orator's said Father into the said Mannors, Lands, and Premisses, entred, and was thereof lawfully and actually possessed, and did take and receive the Rents, Issues, and Profits thereof, and did demise, Lease and dispose the same for years and otherwise, to divers persons at his will and pleasure.

And your Orator sheweth, That your Orator's said Father was in his life-time also lawfully seised in his Demesne as of Fee, of and in all that the Mannor of *T.* and *T.* in the County of *K*, and of and in all that the Farm of *R.* and certain Lands bought of one *R.* called *M.* with all and singular their Appurtenances lying and being in or near the Parish of *N.* in the County of *K*, the said Mannor, Farm, and Premisses, being together of the yearly value of &c. above all reprizes. *And* your Orator's said Father so being of the said Mannors, Lands, and Premisses seised, and of the said Grange and Mannor called *W.* possessed, in or about the moneth of &c. made his last Will and Testament in Writing, and thereof made *J.* his then Wife your Orator's Mother, and also your Orator, his Executors; your Orator being then of the

age of 3. years or thereabouts; and of the ſaid Will made *H.A. W.T.* and *W.G.* Overſeers: And by the ſame his Will did give and bequeath to *E.* his only daughter 1000 l. to be paid her at the day of her Marriage, or at her age of &c. which ſhould firſt happen: And in and by which ſaid Will, your Orator's ſaid Father reciting, that he ſtood lawfully ſeized of divers Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances, ſcituate, lying, and being within the County of *B. K. E.* and in the City of *L.* and elſewhere within the Realm of *England*, being the Mannors, Lands, and Premiſſes, before particularly mentioned and expreſſed, did by his ſaid Teſtament and laſt Will give, deviſe, and bequeath all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances, unto the ſaid *W.T. J.J. P.B.* and *W. G.* and to their Heirs for ever, to the uſes, intents, and purpoſes therein and hereafter expreſſed, and to no other uſe or uſes; that is to ſay, upon truſt and confidence. And his Will and meaning was, That the ſaid *W.T. J.J. P.B.* and *W.G.* and their Heirs, did and ſhould permit his the ſaid Teſtator's loving Mother *D.T.* Widow, and her Aſſigns, To have, receive, perceive, take and enjoy out of the Rents, Iſſues, and Profits of the ſame his Meſſuages, Lands, Tenements, and Hereditaments to her and their own proper uſe every year yearly during the Term of &c. next after his deceaſe, if ſhe the ſaid *D.* ſhould ſo long live, one Annuity or Annual payment of &c. of lawful money of *England* by the year. *And* upon the like truſt and confidence his will and meaning was, That they the ſaid *W.T. J.J. P.B.* and *W.G.* and their Heirs, did and ſhould permit and ſuffer his the ſaid Teſtator's loving wife *J. T.* and her Aſſigns, to have, receive, perceive, take, and enjoy out of the Rents, Iſſues, and Profits of the ſaid his Meſſuages, Lands, Tenements, and Hereditaments, to her and their own proper uſe every year, during the Term of &c. next after his deceaſe, if ſhe the ſaid *J.* ſhould ſo long live, one Annuity or yearly payment of &c. of lawful money of *England*, by the year; and upon the like truſt and confidence. And his will and meaning was, That they the ſaid *W.T. J.J. P.B.* and *W.G.* and their Heirs, did and ſhould permit and ſuffer your Orator and his Heirs and Aſſigns for ever, To have, receive, perceive, take and enjoy to his and their own proper uſe for ever, All and ſingular the Rents, Iſſues, and Profits of all and ſingular the ſame his Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances above mentioned, (the ſaid Annuity of &c. before limited to his the ſaid Teſtator's Mother *D. T.* and the ſaid Annuity of &c. *per annum* before limited to his the ſaid Teſtator's Wife *J. T.* for the ſeveral Terms before expreſſed only Excepted) As by the ſaid laſt Will and Teſtament remaining on Record with the Regiſter of the Prerogative Court of *C.* more at large appeareth. *And* ſhortly after, your Orator's ſaid Father died poſſeſſed of a great perſonal Eſtate to the value of &c. and half a year after, your Orator's ſaid Grand-Mother died: *And* your Orator's ſaid Mother by the Advice and perſwaſion of the ſaid *W.T.* renounced and refuſed the ſaid Executor-ſhip, and the ſaid *J.J. P.B.* and *W.G.* alſo waved and refuſed the ſaid Will and the Bequeſts and Legacies thereby to them deviſed. And the ſaid *W.T.* accepted thereof, and by colour of his being nominated in

an Overseer of the said Will, took upon him the disposition and Administration of the personal Estate of your Orator's said Father during the Minority of your said Orator. *And* your Orator's said Mother being wholly advised and directed by the said *W. T.* in the Premisses, did not intermeddle at all in the personal Estate, but contented her self with the said Legacy of, &c. *per annum*, to her devised, as aforesaid.

But the said *W. T.* pretending great love and affections to your Orator and that he would mannage the said Estate for the good and benefit of your said Orator, did soly and only take upon him to intermedle with the said personal, and reall Estate, and did take upon him the full execution of the said Will, and by colour and pretence thereof, did enter upon all the Lands Tenements and Hereditaments, and did take and receive the Rents, Issues, and Profits thereof, and did also Possesse himselfe of all the said personall Estate goods, and Chattels, Rights and Credits of your Orator's said Father, and of all the Deeds, Writings, Assignments, and Evidences touching and concerning all the said reall and personall Estate. And particularly all the Writings, and Evidences, touching or concerning the said Mannor called *W.* And the said *W. T.* so intereesing himself in the Premisses, and taking advantage of the Infancy, and Minority of your Orator, did devise with himself how he might defeat your Orator of the said Lands, Leases, and Estate, and might convert and dispose the same, to and for his own use, and benefit. And for that intent and purpose, the said *W. T.* did for some few years after the decease of your said Orators Father, confesse and acknowledge that the Lease of the said *W.* was your Orators said Fathers own proper Estate, and that he the said *W. T.* had nothing to do therein; and if any Estate or Intereest in the said Lease, were at any time to him by any person, that the same was by the procurement of your Orators said Father, and was in trust only for your Orators said Father, and that he would take no advantage of any Title of Survivorship, or any other Title whatsoever thereunto, or any part thereof, or would make any peny gain or profit thereof, to his own use. *And* for some years he the said *W. T.* did make an account voluntarily unto your Orators said Mother, of for and concerning the rents, and profits of the said *W.* and did deliver unto her severall acquittances for the Rents by him paid to the Crown, reserved upon the said Original Lease.

And further, sheweth that the Right Honourable *C.* Earle of *T.* having purchased the Inheritance and Fee-Farme of the said Mannor of *W.* thereupon he the said *W. T.* unduely Complaining, and Confederating with the said Earle and *T. S.* how to defeate your Orator, of the said Lease of the said *W.* in pursuance of the said Confederacy, the said *W. T.* as your Orator hath heard, did make some Conveyance, Grant or Assignment, of the said Terme and Lease for years of the said *W.* with the Apurtenances unto the said *E.* of *T.* and *T. S.* or one of them, or to some other person or persons to your Orator unknown in trust for them, or one of them, and the same was after conveyed or mentioned to be conveyed, to the said *T. S.* for the residue of the Terme therein to come and unexpired. All which passages, and Transactions were transacted and done, during the Infancy, and Mino-

rity of your Orator; purposely to defeate your Orator of the Premisses and the said *E.* of *T.* and *T. S.* and such other persons whose names were used therein, in trust or otherwise for or by them, did very well know and might take notice, if they pleased, that he the said *W. T.* had either no lawfull Estate or Interest in the Premisses; or otherwise that the same was meerly but in trust for your Orator, and that the same belonged to the Estate of your Orators said Father. *And* the said *W. P.* also during all his life which was for about the space of 7 years after the decease of your Orators Father, did receive, and take all the Rents, Issues, and Profits, of the said Lands of Inheritance to the value of &c. which he converted to his own use, yet made no payment to your Orators Sister of the said summe of &c. to her devised: And afterwards the said *W. P.* having Issue, *W. P.* his Son and Heir and being seised in Fee, of divers Lands, and Tenements, in the County of *R. M.* and City of *L.* of his own purchase, made his last Will and Testament, and thereof made *J. T.* Esq. his Executor, and shortly after died possessed of a great personall Estate to the value of &c. *And* after whose decease all the said Lands, and Premisses, descended and came to the said *W. P.* as Son and Heir to the said *W. P.* his father, who hereinto entered and received the Rents, and Profits thereof, for many years past. And the said *J. T.* also tooke upon him the Executorship, and proved the said Will and thereby possessed himself of all the said personall Estate, and of the Estate of your Orators said Father, and shortly after the said *J. T.* made his last Will and Testament in writing and thereof made *M.* his Wife his Executrix, and shortly after died possessed of a great personall Estate to the value of &c. After whose decease the said *M. T.* tooke upon her the said Executorship and proved the said Will and thereby became Executrix both to the said *J. T.* and *W. T.* and of the Estate of your Orators Father, and possessed her self of all their Estates to the value of &c. And afterward she the said *M.* so possessed of the said Estates, Intermarried with *J G.* whereby he the said *J. G.* and *M.* his Wife became Interessed and possessed of all the personall Estate of the said *M. T.* and *J. T.* and your Orators Father; and ought in all right, equitie, and good conscience, to make recompence, payment, and satisfaction, of and for all the Rents, Issues, and profits, of the said Lands, and Premisses, by him the said *W. T.* the Father, and *J. T.* received as aforesaid; and also to pay, deliver, and make account, to your Orator, of for and concerning all the personall Estate, Goods, and Chattels of your Orators said Father. And they the said *J. T.* the Son, ought to deliver unto your Orator all the Deeds, Writings, and Evidences touching the Premisses which were in the hands and custodie of the said *W. T.* the Father and by casuall or other means are come to the said *J.* and *M.* his wife, and also to come to account with your Orator in the Premisses and severally, and respectively to make payment, and Satisfaction to your Orator, of and for the Rents, and Profits, of the said Lands, your Orator's Father's Inheritance, and Estate aforesaid, and to make Assignment, and Assurances unto your Orator, of the said Lease or terme for years, of the said *W.* with the Appurtenances and of all other the said Lands of Inheritance mentioned in your Ora-

tor's

tors ſaid Fathers Will aforeſaid, freed and diſcharged of all Incumbrances from by or under the ſaid *W. T.* or otherwiſe ought to make full payment and ſatisfaction unto your Orator, for the full value of the ſaid terme of the ſaid *W.* they having ſufficient Aſſets and Eſtate of the ſaid *W. T.* and *J. T.* to do the ſame.

And further, ſheweth that your Orator attaining to his full age of 21 years and above 7 years ſince, made his Entry into all and ſingular the ſaid Lands, and Premiſſes, and claimed the ſame as his own eſtate and particularly unto the ſaid Mannor, of *W.* *And* then your Orator underſtanding that the ſaid *T. S.* claimed the ſame, as rightfully belonging to him; and the ſame being then Sequeſtrated unto the Parliaments hands for the delinquency of the ſaid *T. S.* thereby your Orator was Interrupted for the preſent to purſue any legall courſe to evict the ſame, untill the ſaid Sequeſtration were diſcharged: Yet *Neverthelesſe*, your Orator applyed himſelf by Petition both to the Parliament, and to the Committee of the ſaid County of *E.* ſetting forth his Title and Equitie to the Premiſſes, as aforeſaid, by which means your Orators Claim and Title to the Premiſſes, became notorious, and publique, and was generally known in the ſaid County of E. and elſe where: and your Orator afterwards did duly and lawfully obtain the poſſeſſion of the ſaid Premiſſes, and ought to continue the ſame, and to have, take, and receive, the Rents, Iſſues, and Profits thereof; without the contradiction of any perſon.

But now, ſo it is, may it pleaſe your Lordſhip, that the ſaid *J. G.* and *M.* his Wife, *J. T.* the Son *T. S.* and *J. W.* Gent. unlawfully combining, and Confederating together, do plot and deviſe, how and by what meanes they may defeat, and defraud your Orator of the ſaid Mannor of *W.* and Premiſſes and the Rents, & Profits thereof; & of the reſidue of the ſame Terme for years yet therein to come and unexpired, and alſo of the Fee, and Inheritance, and the Rents, and Profits, of all other the ſaid Lands, and Premiſſes deviſed, or mentioned to be deviſed, in and by your Orators ſaid Fathers Will: Albeit your Orators ſaid Siſter hath obtained from your Orator the ſaid ſum of &c. to her deviſed. *And*, for that Intent and purpoſe, the ſaid Confederates have made diverſe ſecret, unlawfull, and other entries into, and upon the ſaid Lands, and Premiſſes: and albeit, they did very well know and were made acquainted with your Orator's juſt Right, and Intereſt, in Law and Equity thereunto; yet have they unlawfuly made and contrived, to and among themſelves, and to other perſons, to their or ſome of their uſes, divers ſecret Eſtates, Conveyances, Leaſes, Aſſignments, and Aſſurances of the ſaid Lands and Premiſſes, or ſome part thereof, tending to the great prejudice and diſherifon, and to perplex and Intricate your Orator's Eſtate, Title, and Intereſt.

And, the ſaid Confederates do diſturbe & interrupt your Orator's Tenants Agents, and Aſſigns, in the quiet holding and injoying of the ſaid Lands, and Premiſſes; and in the taking and receiving of the Rents, Iſſues, and Profits thereof, and have brought or threatned to bring divers Suits in Law to queſtion the Title of the Premiſſes. And do deny and refuſe to Convey, ſettle and aſſure the ſaid Lands and Premiſſes unto and upon your Orator, his Heirs, Executors and Aſſigns, though often thereunto required.

And

And, the ſaid Confederates do now give out in ſpeeches and pretend, that your Orato.'s Father had never any Eſtate or Intereſt in the ſaid Lands and Premiſſes, and that he did never purchaſe or buy the ſaid Leaſe of the ſaid Mannor of *W*, nor paid any Sum of money for the ſame, nor had ever the ſame aſſigned or aſſured unto him, but that the ſame was Originally purchaſed by the ſaid *W. T.* to his own uſe, and that the ſaid Original Leaſe made to the ſaid *E.* of *L.* was aſſigned and conveyed by Mean Aſſurances to him the ſaid *W. T*; or otherwiſe, that he the ſaid *W. T.* paid part of the purchaſe money for the ſaid Leaſe together with your Orator's ſaid Father; and that the ſame was aſſigned and aſſured to your Orator's Father and him joyntly, and came to him by Survivorſhip. *Whereas* in very truth, the ſaid Leaſe was really and truly purchaſed by your Orator's ſaid Father for the Sum of &c. or thereabouts, by him really and truly paid, and the Aſſignment and Aſſurances thereof was made to your Orator's ſaid Father in his own name; or otherwiſe, in caſe the ſame were made to the ſaid *W. T.* the Father alone, or joyntly with your Orator's ſaid Father; Yet was the Name of the ſaid *W. T.* therein uſed in truſt only for your Orator's ſaid Father, his Executors and Aſſigns, and the ſaid *W. T.* paid no part of the purchaſe-money for the ſame, and he often promiſed and agreed to take no Advantage of any Title of Survivorſhip or otherwiſe as aforeſaid: All which was and is very well known to all the ſaid Confederates: and the ſame appeareth by divers Deeds, Writings and Aſſurances made touching the Premiſſes, remaining and being, or which lately or ſometime were or are in the hands of the ſaid Confederates, or ſome others to their uſe and truſt, or by their or ſome of their deliveries, if the ſame were produced, which they the ſaid Confederates do conceal and ſuppreſs, and will not diſcover the ſame, nor the Contents and Covenants of the ſaid ſeverall Writings, whereby it might and would appear in and to whom the Right, Title, and Equity of the ſaid Leaſe from the ſaid *E.* of *L.* now is or doth belong.

Upon due Conſideration of all which Premiſſes, and for as much as the doings of the ſaid Confederates are contrary to all Right, Equity, and good Conſcience, and for that your Orator can have no releaſe in the premiſſes at and by the courſe of the Common-Law, for want of ſuch due proof by Witneſſes as is hereby required; And for want alſo of the ſaid Deeds, Writings, and Evidences touching the Premiſſes, the certain Dates, Contents, and Number, whereof your Orator knoweth not, nor wherein the ſame be contained. For your Orator well hopeth, that the ſaid Confederates will upon their Oaths diſcover the truth of the Premiſſes, whereby your Orator may be relieved in courſe of Equity in this Honourable Court. *And* to the end the ſaid Confederates and every of them may ſet out what right or title they or any of them, or any others to their or any of their uſes or truſt have or claim to have out of, in, or to, the ſaid Mannors, Lands, Tenements or Premiſſes, or any of them, and by, from, and under what perſon and perſons by name; And by what manner of Conveyance and Aſſurances, and the Dates, Contents, and Covenants thereof, and what Rents and Profits they or any of them, or the ſaid *W. T.* or *J. T.* had or received out of the ſaid Lands and Premiſſes, or any or what

what part thereof, and for what time. And that the ſaid *J.G.* and *M.* his Wife, may further diſcover what perſonal Eſtate or Eſtates came to their or any of their hands of or from the ſaid *W.T.* and *J.T.* or either of them, or from your Orator's ſaid Father: *And* to the intent the ſaid Confederates and every of them, and all other perſons, truſted for them or any of them, make good Conveyance and Aſſurance to your Orator of the ſaid Lands and Premiſſes, both Leaſe-hold and Land of Inheritance diſcharged of all Incumbrances: *And* to the end your Orator may be relieved in all and ſingular the Premiſſes according to right, equity, and good Conſcience; And all the ſaid Confederates may make a true and perfect Anſwer, &c.

A Bill of Review.

To the Right Honourable, &c.

IN all humble wiſe Complaining, *Sheweth* unto your good Lordſhip, your daily Orators *T.F.* and *N.D.* both of *S.* in the County of *D.* Fiſhermen; That *J.A.* the elder, of *A.* in the County of *M.* Eſq; did in *Trinity* Term, in the Year of our Lord God, 1654. exhibit his Bill in this Court againſt them, your ſaid Orators *T.F.* and *N.D*; and alſo againſt one *W.R.* thereby ſetting out, That *whereas W.W.* late Prior of the Monaſtery of *B.* in the County of *T.* was then heretofore ſeiſed in right of his ſaid houſe and Priory (amongſt other things) of and in the Rectory of *S.* in the ſaid County, and of all Houſes, Buildings, Glebe-Lands, Tythes of Corn, Grain, and Hay, and yearly profit or Cuſtomary payment, for Fiſh taken at Sea by the Inhabitants of the Town of *S.* belonging unto the ſaid Rectory. *And* that the ſaid Priory (amongſt other things) came unto the Crown, in the Raign of the late King *H.* the 8th, by the Attainder of the ſaid *W. W.* the ſaid late Prior being Attainted of High Treaſon: *And* that by reaſon thereof, the ſaid late King *H.* the 8th became lawfully ſeiſed of the ſaid Rectory and Premiſſes in his Demeſne as of Fee, in right of the ſaid Crown: And further ſhewing, That the Inhabitants of the Town of *S.* aforeſaid, which is ſcituate upon the Shore of the main Sea, have uſed, time whereof the memory of Man is not to the contrary, to keep Ships, Cables, and Boats, wherein they have uſed to go to Sea and catch Fiſh, and thereby they have uſed a conſtant Trade of fiſhing for Herrings, Cods, Ling, Haddocks, Whitings, and other ſorts of Sea-Fiſh, and having gained their Living and Livelihood thereby, and that they uſing the ſaid Trade by like cuſtome, time whereof the memory of Man is not to the contrary, they have uſed to be anſwerable and accomptable for to pay from time to time to the ſaid Rector for the time being, the 20th part of all ſuch Fiſh as they ſo took at Sea, or the 20th part of the value of the ſame Fiſh, whatſoever the ſame ſhould be by way of recompence and ſatisfaction for the Imployment of the ſaid Ship, Cables and Boats, and of the labour of the ſaid Inhabitants ſo exerciſing themſelves in the ſaid Trade of Fiſhing; and that accordingly

accordingly after the ſaid Rectory came to the Crown by the diſſolution of the ſaid Priory of *B*, The ſaid profit for the Imployment of Ships and Boats as aforeſaid among other the Tythes and Profits belonging to the ſaid Rector, was particularly anſwered to the Crown, and ſtood in charge under a diſtinct value among other particulars belonging to the ſaid Rectory, and ſo continued till the ſaid Rectory was granted out by Leaſe to others. *And* then the ſaid profit was made parcell of the particular of the ſaid Rectory, and the Rent of the ſame increaſed thereby; further ſhewing, That after the death of the ſaid late King *Henry* the 8th, the ſaid Rectory and Premiſſes diſcended and came as of right the ſame ought to diſcend and come unto King *Edw.* the 6th, and after his deceaſe, unto the late Queen *Mary*; and after her deceaſe, unto the late Queen *Elizabeth*. *And* the ſaid Queen *Elizabeth* being thereof ſo ſeiſed by her Letters Patents under the great Seal of *E.* bearing date on or about the 20 day of *S.* in the 20th year of the Reign of the ſaid Queen, and enrolled in the High Court of Chancery, for divers good cauſes and conſiderations therein, did amongſt other things, give, grant, and to Farm lett, unto *J. A.* Eſq; Father of the ſaid *J. A.* and *S.* his then wife, and to the ſaid *J. A.* the ſaid Rectory and Church of *S.* and all the Tythes and yearly profits and Cuſtomary payment of Fiſh aforeſaid, *To have and to hold* the Rectory and Premiſſes, with the Appurtenances, unto the ſaid *J. A.* Father of the ſaid *J. A.* for the term of his life, and after his deceaſe, to the ſaid *S. A.* for her life; and after her deceaſe, to the ſaid *J. A.* for term of his natural life, reſerving therefore and for other the Tythes therein mentioned to the ſaid late Queen her Heirs and Succeſſors, the yearly Rent of 10 l. at the Feaſts of the Annunciation of the Virgin *Mary*, and St. *M.* the Archangel by even portions, as by the ſaid Letters Patents, ready to be produced to this Honourable Court, it doth more plainly and at large appear: *Further* ſhewing by the ſaid Bill, that the ſaid *J. A.* late Father of the ſaid *J. A.* and the ſaid *S.* his late Wife, were both of them before the exhibiting of the ſaid Bill ſince deceaſed, and that the ſaid *J. A.* had been ſeiſed of all the ſaid Rectory, Tythes, Profits, payments or cuſtome for Fiſh and Premiſſes as aforeſaid, and had quietly held, received, and enjoyed the ſame, and the Profits thereof, for the ſpace of 20. years, and upwards, untill for 5. years laſt paſt before the exhibiting of the ſaid Bill; further thereby ſhewing your ſaid Orators and the ſaid being Fiſhermen of *S.* aforeſaid, who for the ſpace of 5. years laſt paſt before the ſaid Bill Exhibited and upwards had uſed, and, at the time of the Exhibiting of the ſaid Bill, did uſe the ſaid Trade of Fiſhing with Ships, Boats, and Cables, and had yearly taken great ſtore of Fiſh at Sea, and ſold the ſame at ſeveral places, and thereby had made and raiſed to themſelves good profit and advantage, to the value of 80 l. by the year, of Currant Engliſh Money to each of them; And plotting and combining together how to deprive and defraud the ſaid *J. A.* of his ſaid profit or cuſtomary payment for the ſame, which they knew of right did appertain to the ſaid *J. A.* and for the ſpace of 5. years then laſt paſt at the time of the Exhibiting of the ſaid Bill, denyed and refuſed, and do deny and refuſe to ſatisfie and pay the ſaid profit and cuſtomary payment aforeſaid, or to give unto

though they had been often in gentle and friendly manner required so to do; pretending, and giving out in speeches, that they or some of them, had some release or discharge from the said *I. A.* of all the said profits or payments for Fish, so by them taken and sold at *S.* aforesaid or else where; whereas in truth they nor any of them, had any such release; but if they had any such, the same was gotten by Surprizall, or some other indirect means, and not for any valuable Consideration. *And* that the said Confederates in pursuance of the said Combination, and the better to effect their said indirect ends and intentions, had privately, and in the night season brought in Fish and sold the same in *S.* and had often times gon to Sea with their said Ships, Boats, & Cables and there had taken great store of Fish of severall sorts, and had vended, and sold the same at *T.* and divers other Towns and places, farre distant and remote from *S.* aforesaid, without accounting or satisfying the Complainant for the same; so as the said *I. A.* or his Servants imployed for that purpose could not take any notice thereof during the said 5 years last past before the exhibiting of the said Bill of Complaint, to the apparant wrong and prejudice of the said *I. A.* and contrary to Right, Equity, and good Conscience. For relief therein, the said *I. A.* exhibited his said Bill, and prayed the processe of this Honourable Court, against your Orators, wherewith your Orators then Defendants, being served, did appear, and in *Hil.* Term in the year &c. your said Orators the said *T. F.* and *N. D.* two of the said Defendants, put in their Answers to the said Bill: *And* thereby amongst other things did deny that the said *W. W.* was seised in the right of the said Priory of *B.* of the Rectory of *S.* and that they did not know, that the said Rectory and Priory came to the Crown by attainder, nor, as they were informed, could a Prior forfeit his Priory for a personall crime, without an Act of Parliament; and confessed that the Inhabitants of *S.* have, time out of mind, kept Ships and Boats, wherein they used the Trade of Fishing, for Herring, Codd, Whiting, and other Sea-Fish, and gained their livelyhood thereby. *And* denyed, that, time out of mind, the Fisher men of *S.* had used to pay the 20th. part of the Fish, by them taken, or the 20th. part of the value hereof, as in the said Bill was set forth. *And* that they knew that by the dissolution of the said Monastery the said profits came to the Crown, and stood in charge under a distinct value, and that the same so continued, untill the same was made parcell of the said Rectory and the Rent of the same increased thereby, nor that the said Rectory did discend to Queen *Eliz.* nor was by her granted to the said *I. A.* and the Joynt-Patentees, nor whether the same be come to the said *I. A.* nor did they know what Rent was reserved, nor that they ought to pay any Rent for the said profits of Fishing as they conceived, for that they had been informed that some Antient men were lately living, who affirmed, that nothing was exacted as of Right, but what the Owners voluntarily pleased. *And* they did averr, that no profit for Lobsters was ever paid or demanded by the Rectors of the said Rectory. *But*, they did confesse, that the Rectors had had of the now Complainants and others, sometimes more and sometimes lesse compession, for Fish sold in that part; and that they have exacted Fish in kind or

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Compoſition for Fiſh, though not vended there, but the ſame was done by force, and for feare of Suits; That they have uſed the trade of Fiſhing with Boats, and Cables, for 5 years, and have ſold the ſame at ſeverall places but not to 80 l. *per annum* each of them. *And*, denied all Combination as by the ſaid Bill and Anſwer, relation being thereunto had, more fully it doth and may appear. Whereupon the ſaid *I. A.* replyed, and your Orators then Defendants Replied, and Iſſue being joyned, Witneſſes were examined on the then Plaintiffs part, and the ſaid cauſe was ſet down to be heard, and your Orators then Defendants being ſerved with proceſſe of *Subpœna*, to hear Judgment, and Aſſignment being made thereof, did not attend but made default, whereupon the ſaid cauſe coming to be heard on &c. in *Hil.* Term &c. upon opening of the then plaintiff's Bill, and reading your Orator's Anſwers, and the Grant made by the late Queen *Eliz.* unto the ſaid then Plaintiff, and others of the ſaid Rectory of *S.* in the ſaid County of *Y.* and upon reading of divers Antient Records, and Miniſteriall accounts, ſhewing as well the Title of the Crown to the ſaid Rectory, as alſo, what had been Anſwered to the Crown for the ſaid 20th. part ſince the ſame came to the Crown. *And*, alſo upon reading the depoſitions of Witneſſes taken on the Plaintiffs part in the ſaid cauſe, your Orators not having then examined witneſſes. Upon all which it was then ordered by the Court that a Decree ſhould be drawn up to eſtabliſh the poſſeſſion of the payment of the ſaid 20th. part of the Fiſh, taken by the Inhabitants of *S.* in queſtion with the then Plaintiff, and his Aſſignes untill he or they ſhould be Victed by the Law, unleſſe were ſhewed to the contrary at the firſt Sitting on Munday the then next Term, at which Term the Court would alſo conſider, what allowance ſhould be given to the ſaid then Complainant for the ſaid 20th. part of the 5 years arreares mentioned in the ſaid Bill, according to the proceſſe in the book. Whereupon on the 10th. day of *M.* in *E.* Term following this Court was moved on the behalf of your Orator the Defendant, and it was alledged that they were not ready for their defence of the cauſe at the time of the hearing before mentioned, neither did make any Defence at the ſaid hearing, the Depoſitions, and Examinations of their witneſſes being ſent up by the Poſt, and none here to make Oath that they were received from the hands of a Commiſſioner, as by the courſe of this Court ought to have been done, and therefore they could not be made uſe of at the hearing. And thereupon it was deſired by your ſaid Orators then Defendants, that they might then be heard therein, upon which Motions, and upon reading ſeverall Affidavits, as well on the part of the ſaid *I. A.* then Plaintiff as on the part of your Orators then Defendants, it was the Ordered by this Court, That your Orators then Defendants ſhould before the beginning of the then next *Trin.* Term, pay unto the ſaid *I. A.* the Plaintiff 5 l. for coſts. And if the ſaid Money were paid accordingly, then the ſaid cauſe to be re-heard the ſecond Monday of the ſaid *Trin.* Term, or otherwiſe not; On which day the ſaid cauſe coming again to be heard according to the ſaid laſt recited Order, upon full and deliberate hearing of the ſaid cauſe, and reading the depoſitions on the part of your Orators then Defendants, and long debating upon the ſame by Councell learned, on both ſides; It was thereupon

upon Ordered by the Court, by and with the consent of both parties, that the Customs set forth in the said Bill should be referred to a tryall at Law in an Action upon the Case to be brought by the said *I. A.* the Plaintiff against your Orators then Defendants in the Office of Plea of that Court after the usuall manner. That in consideration of 1 s. given by the said then Plaintiff to your Orators then Defendants, your Orators then Defendants did promise to pay the said *I. A.* then Plaintiff 5 l. if the said *I. A.* then Plaintiff could prove the custom alleadged in the said Bill; in which Actions your Orators then Defendants, were ordered to confesse Circumstances, that is to say, the Considerations, and Assumpsit, and both parties to stand only upon the said Custom; which said Actions was to be tryed at the Barr of &c. by a Jury of the County of *M.* the 3d, day of &c. then next following, and the Equitie upon the said Plaintiffs Bill, was reserved to the Court till after the said tryall should be had as aforesaid. As by the said Order may also more fully appear, which said Tryall being at the Barr of &c. according to the directions of the said mentioned Order; and the then Plaintiff having proved the Custom, and obtained a Verdict thereupon on his behalf, the Court was moved on Friday the 10th. day of *N.* then following by the said then Plaintiffs Councell, That in as much as the said *I. A.* Plaintiff in the said suit, had obtained a Verdict upon the said Tryall and Judgment entred thereupon, that the possession of the payment of the said 20th part of the Fish in question, might be established with the said Plaintiffs in their suit, that a decree might be drawn up thereupon according to the said recited Order of the 6th. of *F.* last past. And that the Court would be pleased to consider what allowance should be given to the Plaintiff in that suit for the said 20th. part of the 5 years arreares mentiond in the Bill: It was thereupon ordered by the Court, that the said decree formerly pronounced by the Court aforesaid, should be drawn up and made absolute, and the possession of the payment of the 20th. part of the Fish in question, established with the said part in that suit, wherein consideration should be taken of the said arreares, unlesse cause were shewed to the contrary on that day &c. *And* forasmuch as no cause was shewed to the contrary according to the said last recited Order, it was therefore Ordered, Adjudged, and Decreed by the Court, that the possession of the 20th part of the Fish taken at Sea by your Orators then Defendants, or either of them, being an Inhabitant of the Town of *S.* aforesaid, and did use the Trade of Fishing there, or the value thereof, should be established with the said Complainant *I. A.* or his Assigns. *And* your Orators the Defendants in that Suit, should for the future pay to the said *I. A.* Complainant in that suit or to his Assignee or Assignees, during his or their estate in the Premisses, the 20th. part of the Fish then after to be taken at Sea, or the 20th part of the value of the said Fish wheresoever the same shall be taken, or sold, according to the custom before set forth in the said Bill of Complaint. *And*, as touching the Orders thereof for the 5 years next before the exhibiting of the said Bill, for asmuch as it was proved by the Plaintiff that the said 20th. part of the Fish then in question taken by Oath of your Orators then Defendants, in that suit,

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in each of the said 5 years respectively was worth 4 l. which will amount to in all, 40 l. It was therefore further Ordered, Adjudged, and Decreed by this Court that your said Orators Defendants, in the suit, should respectively pay unto the said *I. A.* Plaintiff, in that suit, or to his Assignee, or Assignees, the sum of 20 l. a piece in lieu of the 20th. part of the Fish taken and sold by your Orators during the said 5 years before the exhibiting of the said Bill, *As* by the said Bill, Answers, Pleadings, Orders, and Decrees, remaining of Record in &c. may more at large appear: which Decree is further Signed and Inrolled in this Court. *But*, your Orators do averr, and say, that they ought not to be bound thereby, nor ought any such Decree in Justice to have been made or pronounced against your Orators, nor ought the possession of the 20th part of the Fish taken at Sea by your Orators, or either of them, or the value thereof (albeit they be Inhabitants of the Town of *S.* aforesaid, and doe use the Trad of Fishing, and sell the same Fish) be established with the said *I. A.* or his Assignes; neither ought your Orators or either of them for the future to pay to the said *J. A.* or his Assignee or Assignees during his or their Estate in the Premisses or any other time, the 20th part of the Fish hereafter to be by them taken at Sea, or the 20th part of the value of the said Fish wheresoever the same shall be taken or sold, according to the supposed Custome set forth in the said Bill; Neither ought your said Orators or either of them to pay unto the said *J. A.* or to his Assignee or Assignees, the Sum of 20 l. apiece, or any other sum of money whatsoever in lieu of the 20th part of the Fish taken and sold by them your said Orators or either of them during the 5. years before the exhibiting of the said Bill, or by the said Decree is decreed and appointed, but that the same Decree is manifestly erronious, and ought to be reversed, and for Error therein do, according to the course of this Honourable Court, Assign the Errour therein, as followeth; *viz.*

First, your Orators say, and hope to maintain, That the Custome and Customary payment for Fish taken at Sea by the Inhabitants of the Town of *S.* set forth and pretended by the said *J. A.* in his said Bill of Complaint, is incertain, unreasonable, and void both in Law and Equity; neither is there any such Custom or customary payments due.

Secondly, Your Orators say, That the Matter directed by this Honourable Court to be tryed by a Jury of *Middlesex*, as aforesaid, and the Verdict thereupon, doth not ascertain the Court, that there is such a Custome as in the said Bill of Complaint is pretended, but only that the then Plaintiff made proof there which proof by Incompetent Witnesses in reference to the right of the thing in question upon the said Bill, though unconcerned in reference to the promise upon the Declaration at Law, was made and could have been disproved by your Orators.

Thirdly, That by the Order which appointed and directed the said Tryal the Point whether *J. A.* then Complainant, could prove the pretended Custome, was only in Issue: And your Orators could not then offer any thing by way of disproof thereof, or stand upon the uncertainty, unreasonableness, or illegality of the said pretended Custome.

Fourthly,

Fourthly, Although your Orators consented to the tryal of the said Issue directed, yet your Orators did never consent, that if the Verdict upon the said Issue should passe against them, that the Matter in question should be decreed against them, but the said cause stood intire upon Equity notwithstanding, and the said Issue was Collaterall and Extraneous thereunto.

Fifthly, the said Decree it self doth establish with the said then Complainant *J. A.* or his Assigns, the 20th part of the Fish taken at Sea by your Orators then Defendants, or the value thereof, which is altogether uncertain whether with the Complainant or his Assigns, and whether the possession of the 20th part of the value thereof.

Sixthly, It is decreed by that decree, that your Orators the Defendants in that Suit should for the future pay unto the said *J. A.* or to his Assignee or Assignees during his or their Estate in the Premisses, the 20th part of the Fish then after to be taken at Sea, or the 20th part of the value thereof, wheresoever the same should be taken or sold, which is altogether uncertain whether to the said *J. A.* or his Assigns, and whether the 20th part of Fish or the value thereof should be paid, and how the value should be decided, and is larger then the Proofs or Verdict in the said case did warrant.

Seventhly, It is decreed by the said Decree, that your Orators the then Defendants should respectively pay unto the said *J. A.* or his Assignee or Assignees, the Sum of 20 l. apiece in lieu of the Fish taken and sold by your said Orators during the 5. years before the Exhibiting of the said Bill, which is altogether incertain; Also, whether they should pay it to the said *J. A.* or his Assigns, and is for Fish taken and sold, and not for the value thereof, and therefore not pursuant to the pretended Custom alledged by the said Complainant in his said Bill.

Eighthly, The said *J. A.* was not alive at the time of the said Decree made in the said Cause against your said Orators: And your Orators by Bill of Review ought to be relieved therein.

In under Consideration whereof, and for that there are severall other apparant Errours and Imperfections in the said Bill, Orders, Decree and Proceedings, so that the same ought to be reviewed and reversed, and ought not to bind your Orators. To the end therefore, that the said Decree and all the proceedings thereupon may be reviewed and reversed; And that the said *J. A.* may answer the Premisses: And that your Orators may in all and every the Premisses as in Equity and good Conscience they ought to be, your Orators pray relief in this Honourable Court. *And* that the said Bill and Decree, and proceedings thereupon, may be reviewed and reversed: And that your Orators may be relieved, as in Equity they ought to be, May it please your Honour to grant unto your Orators a Process of *Subpœna* to be directed unto the said *J. A.*; Commanding him thereby at a certain day, and under a certain Pain therein to be limited, personally to be and appear before your Honours in this Honourable Court, then and there upon his Corporal Oath, to set forth and discover the truth of all and singular the Premisses. *And further, &c.*

A Bill *for the quieting of the Poſſeſſion of a Copyhold where the Copies and Rolls are loſt, &c. And to have Witneſſes examined.*

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordſhip, your Orators *J. H.* of *L.* Gent. and *S.* his wife, That one *N. G.* was about 40 years ſince ſeized to him and his Heirs, according to the Cuſtome of the Honor and Mannor of *M. C.* in the County of *M.* of and in a certain Copyhold, Meſſuage, Tenement or Cottage, with a Barn, Garden, Orchard, and Appurtenances thereunto belonging, parcell of the Honor and Mannor aforeſaid, ſcituate, lying and being in *H.* upon *T.* in the ſaid County of *M.* and being ſo thereof ſeiſed, the ſaid *N. G.* in or about the 9th Year of the Raign of the late King *James* over *England*, &c. did for valuable Conſiderations of money to him paid by *J. G.* late of *K.* upon *T.* in the County of *S.* Mercer, Father of him the ſaid *N. G.* and by Agreement between them, ſurrender the ſaid Meſſuage and Premiſſes, with the Appurtenances, into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *J. G.* his Heirs and Aſſigns, according to the Cuſtome of the ſaid Honor and Mannor; and after at a Court holden for the ſaid Honor and Mannor of *H.* on or about the 17th day of *M.* in the &c. year of the ſaid late King *James*, the ſaid *J. G.* was admitted Tenant to the Premiſſes by Sir *T. T.* deceaſed, then Deputy Steward of the ſaid Honor and Mannor, and paid a Fine of 50 s. for his ſaid Admittance.

And your Orator *further ſheweth*, That the ſaid *J. G.* by vertue of the ſaid Surrender of the ſaid *N.* his Son, and of the ſaid Admittance as aforeſaid, entred into the ſaid Meſſuage, Tenement, and Premiſſes, and peaceably and quietly held and enjoyed the ſame for the ſpace of about 26 years together. And about 10 years ſince, the ſaid *J. G.* did for the Proviſion of *O. G.* one of his younger Sons, ſurrender the ſaid Meſſuage, Tenement and Premiſſes into the hands of the Lord of the ſaid Honor and Mannor to the ſaid *O. G.* his Heirs and Aſſigns for ever, according to the Cuſtome of the ſaid Mannor. And thereupon the ſaid *O. G.* was about 10 years ſince admitted Tenant of the Premiſſes, and paid a Fine of 4 l. for the ſame his Admittance accordingly. And afterwards, the ſaid *O. G.* being ſeiſed of the ſaid Meſſuage, Tenement or Cottage, with the Appurtenances, according to the Cuſtome of the ſaid Honor and Mannor, did for a valuable Conſideration of money to him paid by one *T. D.* ſurrender the ſame Meſſuage & Premiſſes, with the Appurtenances, into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *T. D.* his Heirs & Aſſigns, according to the Cuſtom of the ſaid Honor & Mannor. And afterwards the ſaid *T. D.* was admitted Tenant thereto, and paid a Fine for his Admittance accordingly; by virtue whereof he became ſeiſed of the ſaid Meſſuage & Premiſſes according to the Cuſtom of the

ſaid Honor & Mannor. And the ſaid *T.D.* being ſo ſeiſed, did afterwards for a valuable Conſideration to him in hand paid by one *J.W.* ſurrender the ſame Meſſuage and Premiſſes, with the Appurtenances, into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of the ſaid *J.W.* his Heirs and Aſſigns, according to the Cuſtom of the Honor and Mannor: And the ſaid *J.W.* was admitted thereunto, and paid a Fine for his Admittance accordingly; and being ſo admitted, the ſaid *J.W.* was lawfully ſeiſed of the ſaid Meſſuage and Premiſſes, with the Appurtenances, according to the Cuſtome of the ſaid Honor and Mannor. And being ſo ſeiſed of the ſame, he the ſaid *J.W.* for a full and valuable Conſideration to him paid by your Orator, did bargain and ſell the ſaid Meſſuage and Premiſſes to your Orator, and ſurrendred the ſame into the hands of the Lord of the ſaid Honor and Mannor, to the uſe of your Orators, and the Heirs of their bodies; and for want of ſuch Iſſue, to the uſe of your Orator and his Heirs for ever, according to the Cuſtome of the ſaid Honor and Mannor: and afterwards your Orators were admitted Tenants accordingly, and have paid a great Fine for ſuch their Admittance, and are lawfully ſeiſed of the ſame according to the Cuſtome of the ſaid Honor and Mannor; and the Rents, Iſſues, and Profits ought to have, take, and receive to the Uſes aforeſaid, and peaceably and quietly to have, hold, and enjoy the ſame, the ſame having been held and enjoyed, and the Rents thereof received, had and taken by the former Owners of the ſame for the ſpace of about 40 years laſt paſt, as in all right, equity, and good conſcience, they ought to have, hold, and enjoy the ſame.

Now ſo it is, may it pleaſe your Lordſhip, that one *G.S.* Eſq; deceaſed, was heretofore in his life-time truſted with the Cuſtody of the Court-Rolls, and Court-Books, wherein ſeveral of the ſaid former Surrenders and Admittances were entred and enrolled, by which your Orators were able to make out their undeniable title and intereſt to be as is before ſet forth in and to the ſaid Meſſuage and Premiſſes, with the Appurtenances, howbeit the ſame are in the late times of trouble and Warr loſt or miſlayed, ſo that your Orators cannot tell how to come by or have the ſame or true Copies thereof, albeit, as your Orators have been informed, that the ſaid Court-Rolls and Court-Books were lately remaining at the ſaid *S.* his houſe in *W.* And that the ſame or ſome of them are ſince his death by ſome caſual and indirect means come into the hands, cuſtody, and poſſeſſion of *J.C.* the younger, of *K.* aforeſaid, *W.* or ſome other or others to his uſe, and by his privity, conſent, or knowledg; by virtue of which ſaid Court-Rolls and Court-Books, or ſome or one of them, or by ſome other wayes, or Copy in the cuſtody of the ſaid *J.C.* or ſome for him, he doth now pretend ſome Title to the ſaid Meſſuage and Premiſſes, giving forth, that he is Nephew and next heir by the Mother ſide to the ſaid *N.G.* that ſurrendred the Premiſſes to the ſaid *J.G.* Father to the ſaid *N.G.* And in reſpect the ſaid Surrender is not now extant, nor no Record to be found thereof (as he preſumeth), he hath now lately diſturbed your Orators in the quiet poſſeſſion of the ſaid Meſſuage and Premiſſes, and hath or giveth out he intendeth to enter into and upon the Premiſſes, and hath commenced, or threatneth to commence, Suits at the Common-Law againſt your Orators,

for the recovery of the Premisses from your Orators, but by what Writing or Record, or Copy he claims the same, he refuseth to discover to your Orators or any of them.

And albeit the said *J.C.* doth himself well know, and hath often heard his Father *J.C.* the elder yet living, acknowledg and affirm, that the said *J.C.* the younger his Uncle, the said *N.G.* did amongst other things or otherwise, many years since surrender to the use of the said *J.G.* Father of the said *N.* and Grandfather to the said *J.C.* the younger, his Heirs and Assigns, the said Messuage and Premisses according to the Custome of the said Mannor, and that by the same Surrender, the said *J.* the Grandfather did hold and enjoy the same near 26 years together, and then surrendred the same to the said *O.G.* and his Heirs, and that the same is by the aforesaid Surrenders and Admittances now invested and settled in your Orators and the heirs of their bodies, for a full and valuable Consideration, and that for about 40. years have been held and quietly enjoyed as aforesaid, yet the said *J.C.* the younger, doth by threats of Suits so terrifie your Orator's Tenant, that he is very fearful to inhabit and dwell in the said Messuage and Premisses. All which doings and dealings of the said *J.C.* the younger tends to your Orator's great damage, and the utter dis-inherison of the heirs of their bodies, and is contrary to Equity and Conscience.

In tender Consideration whereof, and for as much as the said Surrenders, Court-Rolls, and Court-Books, which do manifest your Orator's Title to the said Premisses are either lost or imbezelled as aforesaid, or otherwise the same or some of them which concern the said Messuage and Premisses come into the power and knowledg of the said *J.C.* the younger, or some other or others to his use: And for that such persons as were privy to the making of the said Surrender by the said *N.G.* to the use of the said *J.G.* and his Heirs aforesaid, and the Tenants and persons which were present at the Court of the said Honor and Mannor when the same Surrender was presented, and the said *J. G.* admitted Tenant to the same Premisses as aforesaid, and the Clerks of the said Sir *T. T.* which can prove his hand-writing set to the Copies of Court-Roll and Writings, manifesting the said Surrender and Admittance, or so many of them as are yet living, are now become very ancient and infirm; and in case they should all die or grow unable to travel before any tryal at Law should be had touching the said Premisses, or that they were examined, in this case your Orators in time to come may receive and suffer very great prejudice for want of their testimony. To the end therefore, that the said *J.C.* the younger may true Answer make to all and every the Premisses, and may set forth what he doth know or hath heard his Father the said *J.C.* the elder declare and affirm touching the Surrender made by the said *N. G.* to the use of the said *J. G.* as aforesaid; and when and where, and upon what consideration the said *N. G.* did surrender the same Messuage and Premisses to the said *J. C.* as aforesaid. *And* to the end that the said Court-Rolls and Court-Books may be produced and proved in this Honourable Court by such Witnesses as were present and yet living at the making of the said Surrender by the said *N.G.* to the use of the said *J. G.* his

Father

Father, and his Heirs and Assigns, as aforesaid, and the presentment of the said Surrender, and the Admittance of the said *J.G*; And likewise that your Orators may if they can prove the hand and name of the said Sir *T.T.* subscribed to the Copies and Writings touching such Surrender and Admittance to be of the hand-writing of the said Sir *T.T.* and the said *J.G.* in possession of the Premisses accordingly, and that their depositions touching the said Premisses may be taken and recorded in this Honourable Court for the preservation of their testimonies, that your Orators and their heirs may hereafter in time to come have the use and benefit thereof, for the preservation and proof of your Orators right and interest of and in the said Messuage and Premisses aforesaid. *And* to the end your Orators possession in the Premisses may be by the Authority of this honourable Court, quieted and established, and that your Orators may be relieved in all and singular the Premisses, according to Equity and Justice, May it please your Lordship to grant to your Orators his Majesties most gracious Writ of *Subpœna* to be directed to the said *J. C.* the younger, thereby commanding him at a cert in day, and under a certain Pain therein to be limited, personally to be and appear in the High Court of Chancery before your Lordship then and there upon his Corporal Oath to answer all and singular the Premisses punctually, plainly, and truly, and to stand to and abide such further Order and direction herein, as to your Lordship shall seem agreeable to Equity and Justice; *And* your Orators shall pray, &c.

A Bill *to discover Counter-parts of Leases, and how the Tenants hold their Tenements.*

To the Right Honourable E. *Earl of* C. *Lord High Chancellor of* England.

IN most humble wise Complaining, *Sheweth* unto your good Lordship, your Orator *B.T.* of *L.* Merchant, Administrator of all and singular the Goods, Chattels, Credits and Rights which late were of Sir *J. C.* Kt. deceased; That whereas the said Sir *J.C.* was in his life-time, and at the time of his decease, lawfully possessed of and in divers Goods, Chattels, Plate, ready Money, and other things, to the value of 500 l. or thereabouts, and of and in divers Leases and other Estates to him made, of and in divers Messuages, Lands and Tenements of in and about the City of *L.* of a great value, and amongst other Estates and possessions, to him by due course of Law conveyed and settled, was lawfully possessed by virtue of a Lease and Demise to him made and granted from *A. B.* &c. of and in 30 Messuages or Tenements, with the Appurtenances, scituate, lying and being in or near *B.* within the

City of *L.* or within the Precincts thereof, now or late in the ſeveral Tenures or Occupations of *T. S. R. B. R. S. E. T.* &c. and others whoſe names your Orator knoweth not: *But*, humbly prayeth that they may be inſerted herein and made Defendants to this Suit, when their names ſhall be found out, diſcovered or known; Some of which ſaid Meſſuages and Tenements, the aforeſaid Tenants or ſome of them have held and enjoyed, and do ſtill hold and enjoy by force and vertue of ſeverall Leaſes to them made and granted by and from the ſaid Sir *J. C.* upon and under the reſervation of ſeverall yearly Rents in them ſeverally reſerved and contained, and the reſidue of the ſaid Tenants, have and do hold the reſt of the ſaid Tenements at and under the payment of certain Annuall Rents, the certainty or particulars whereof, or of the ſaid Rents reſerved upon the ſaid Leaſes, your Orator wanting the Counter-Parts of the Leaſes, cannot diſcover the true Annuall value of the ſaid Tenements, but by the Oaths of the Defendants herein before and after named: Howbeit, your Orator hopeth to prove and make appear unto this Honourable Court, that the ſaid Meſſuages and Tenements were and are of the true yearly value of 300 *l.* and upwards over and above all Rents, Charges, and Repriſes.

And the ſaid Sir *J. C.* being ſo poſſeſſed of and in the ſaid Eſtates, Leaſes, and Poſſeſſions, and of and in the ſaid Leaſes and Rents above one year now laſt paſt, died ſo poſſeſſed; after whoſe deceaſe, the Adminiſtration of all and ſingular his Goods, Chattels, Credits, and Rights, was committed and granted to your Orators by the Officiall of the Dioceſs of *L.* according to the Eccleſiaſtical Lawes and courſes in theſe caſes provided, who hath taken upon him the ſaid Adminiſtration, and entred into and upon the ſaid Meſſuages and Tenements, and hath demanded the ſeveral Rents due by the ſaid Tenants of and for the Tenements by them ſeverally held, and by vertue thereof, your Orator is lawfully poſſeſſed of and in the ſaid Eſtates and Leaſes, Rents, Rights, Credits, and other the perſonal Eſtate of the ſaid Sir *J. C.* the Inteſtate, and ought to receive and take the benefit thereof.

Nevertheleſſe, ſo it is, may it pleaſe your good Lordſhip, That one *J. G.* and *W. T.* who have combined and confederated themſelves together to defraud and defeat your Orator of all the ſaid Eſtates, do now injuſtly, and without any lawful power or Authority pretend, That they or one of them, or ſome others to their uſe or by their Aſſignment or Appointment, have ſome other Eſtate aſſigned to them or ſome or one of them, by and from the ſaid Sir *J. C.* of and upon the ſaid Leaſes and Tenements, and to that intent and purpoſe have forwarned your Orator's ſaid Tenants from payment of their ſaid Rents unto him due ever ſince the deceaſe of the ſaid Inteſtate, and have contrived and made unto and amongſt themſelves, or to ſome other perſons to your Orator unknown, divers ſecret and fraudulent Conveyances and Aſſurances of the Premiſſes or ſome part thereof, and do conceal the Eſtates, Leaſes, Rents, Goods and Chattels, from your Orator, and do deny to give an account, or to make any payment unto him,

him for the ſame, with the Arrears formerly due, and do deny and refuſe to deliver unto your Orator as well the ſaid Original Leaſes of the ſaid Meſſuages and Tenements, and other Writings, Bonds, Bills, and other Specialties, being of the value aforeſaid, which they or one of them have in their hands, cuſtody or poſſeſſion concerning the perſonal Eſtate of the ſaid Inteſtate, as alſo of the Counterparts of the ſaid Leaſes made unto the ſaid Tenants, whereby your Orator may be enabled by due courſe of Law to recover and receive his ſaid Rents by them or one of them heretofore received of and for the Premiſſes, and to diſcover the ſaid Eſtate, and what they or any of them have or do now claym to have, and what moneys they or any of them have received, and of whom, contrary to all Right, Equity, and good conſcience.

In tender conſideration whereof, and forasmuch as your Orator is altogether remedileſs by the courſe of the Common-Laws of this Realm to be herein relieved. And hath no other means to have redreſs in the Premiſſes, but in Equity before your Lorpſhip in this Honourable Court; and the rather, for that your Orator knoweth not the certain dates or Contents of the ſaid Original Leaſes, and the Counter-parts of the ſaid Leaſes, nor what is become of the ſame, nor in whoſe hands, cuſtody or poſſeſſion, they or any of them are remaining, and without the ſight of them cannot recover the ſaid arrears of Rents and other Rents due and to be due of and for the Premiſſes, as by the ſtrict courſe of the Common-Law is required.

And to the end the ſaid *J.G. W.T.* and all other the Tenants and Occupiers of the ſaid Houſes and Tenements, may, by the Juſtice and Authority of this Honourable Court, be Ordered to pay the ſaid Arrearages of Rents, and the Rents hereafter to be due unto your Orator, and upon their Corporal Oaths truly ſet forth and diſcover what Eſtate or Eſtates, Leaſe or Leaſes, they or any of them have or do claim of and in the Premiſſes, or any part thereof; and what Rents they or any of them have paid or do pay for the ſame, and to whom; And wherefore they have not and do not pay the ſame unto your Orator, and alſo produce and bring into this Honourable Court the ſaid Original Leaſes and Counterparts of Leaſes, with all Writings, Deeds, and Evidences touching and concerning the Premiſſes; as alſo the ſaid Bonds, Bills, and Specialties; and what Sum or Sums of money were due and owing unto the ſaid Inteſtate at the time of his deceaſe, and by whom; May it pleaſe your good Lordſhip to grant unto your Orator his Majeſties moſt gracious Writ of *Subpœna* to be directed unto the ſaid *J.G. W.T. T.S. R.B. R.S.* &c. and other the Tenants aforeſaid, commanding them and every of them, &c.

A Bill *to discover Settlements for the Provisions of Daughters,* &c.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordship, your dayly Orator *C. W.* of *H.* in the County of *L.* Esq. Administrator of all and singular the Goods and Chattels, Rights, and Credits of *L.* his late deceased Wife, one of the Daughters of *H. J.* late of *D.* in the County of *L.* Gent. deceased. That *whereas*, the said *H. I.* in his life-time, that is to say about 6 years since was possessed, and Interessed of and in a very great personall Estate consisting of Jewels, Plate, Gold-Rings, ready money both in Gold, and Silver, arrears of Rents, stock in Money, Goods, and Merchandizes, in the East *India* Company and else where imployed in the way of Trade, or at Interest, or otherwise, Adventures at Sea, parts of Ships, Pewter, Brasse, Linnen, Woollen, Beds, Bedding, and Furniture of and belonging to the same, with Hangings, and other Houshouldstuffe, and Goods, and of severall goods, Debts, Statutes, Recognizances, Bonds, Bills, and other Writings, and Specialties manifesting divers sums of money to be due and owing and payable unto him the said *H. I.* or to some other person or persons in trust for him, by and from severall persons therein named, and of and in diverse Leases, for diverse years then to come, and unexpired of & in divers Messuages, Lands, Hereditaments, and Tenements, in the respective Indentures of the same Leases mentioned and expressed; and of other personall Estate to the value of 50000 l. and upwards, and being of, and in the same so possessed and interessed, and being minded, and resolved to make a certain provision for the portions of his Daughters, to be by them had and injoyed and to be to them respectively paid, at their respective ages of 18 years, or thereabouts, or at their respective dayes of marriage; he the said *H. I.* in or about the month of *N.* which was in the year of our Lord 1654 did Grant, make over, settle, and assure, by some one, or more writing or Writings, by him duly executed, all his personall Estate aforesaid, unto *H. J.* and *H. W.* Sons of the said *H. J.* in trust, nevertheless, for his Wife and Daughters, *R. S.* (your Orator's said late Wife) *D.* and *R.* to be equally divided amongst them, or otherwise to the intent that certain portions, or sums of Money might and should be made, and raised by and out of the same personall Estate and paid unto the same his Daughters aforesaid, at their respective ages of 18 years or there abouts, or respective dayes of marriage, which should first happen; and that if any of his Daughters should dye before she or they had attained the age of 18 years, or should be married, that then the part and portion, of and belonging to every of them so dying, should remain, and be devided, and paid unto, and amongst the survivor and survivors, of the same his Daughters aforesaid: and upon the same trusts, and to the same intents, or some other like Trusts, and to the

the like intents for provision for his Daughters; he the said *H. F.* did likewise, about the time aforesaid, by the same, or some other Writing or Writings, by him duly executed, grant and make unto the said *H. C.* and *H.W.* or to some other person or persons, as yet to your Orator unknown, whose Names, when your Orator hath discovered, he prays may be inserted herein, with apt charges against them, for the term or terms of 21 years, or some other term of years therein mentioned, of certain Grounds, with the Appurtenances called *W.* and of certain Lands, with the Appurtenances called *W.* and of divers other Lands, Tenements, and Hereditaments, scituate lying and being in the said County of *L.* and elsewhere in this Realm, with their and every of their Appurtenances, of the clear yearly value of 900 *l.* or some other great yearly value, over and above all charges and reprises thereof, and wherein the said *H. F.* was then lawfully and solely seized of an Estate of Inheritance in Fee-simple, or of some other Estate, whereby he hath full power and authority, to make and grant the same Leases for terms of years aforesaid. The Rents and Profits of all which said Grounds, Lands, and Premisses, with the Appurtenances, for and during the respective terms aforesaid, or some of them, are declared and appointed by the same Lease or Leases, Writing or Writings aforesaid, or some of them; or otherwise by the said *H. F.* to be paid unto, and distributed onely amongst the said Daughters for their Portions; or otherwise at their respective Marriages, or Ages aforesaid; and in case of the death of one, or more of them, hapning before then, to the Survivor or Survivors of them; or upon such trust or trusts as herein is before expressed, in and by the said several Leases and Writings aforesaid, as, if your Orator had the same to produce, relation to them respectively being had, more plainly and at large appeareth. *And* the said *H. F.* in and by the Writings aforesaid, or some of them, or by some other Writings by him executed, did provide and declare, That if *H.S.* his Wife, should at any time be minded to take upon her the management of the said personal Estate and Rents, and Profits of the said Lands and Premisses so setled as aforesaid; and the trusts of and concerning the same being such, or to the same effect, as herein is before set forth, that then the said *H.* and *C.W.* and other the said Trustees, for and concerning the Premisses, should convey and assign over their respective Estates therein, unto the said *H.S.* upon the trusts aforesaid; and that then she should stand and be charged with the same trusts, and the performance thereof, to all intents and purposes, as the Trustees aforesaid were to have performed the same. *And* your Orator *further sheweth* unto your Lordship, that the said *H.F.* within some short time of the making of the several Settlements, Leases, and Writings aforesaid; that is to say, in or about the moneth of *J.* which was in the year of our Lord, 1655. dyed; and the said *H.S.* his Wife, him survived; and after the making of the said Settlements, Leases, and Writings, did desire to take upon her the management of the said personal Estate, and Rents, and Profits of the said Lands, Premisses, and the said Trusts of and concerning the same; and the said *H. C.* and *H.W.* and other the Trustees aforesaid, did by several Writings and Conveyances as is pretended, convey and assign over all their respective Estates

and

and Intereſts, of and in the ſame reſpectively, unto her the ſaid *H. S.* upon the Truſts aforeſaid; and ſhe the ſaid *H. S.* did accept of ſuch Conveyances and Aſſignments, upon the Truſts aforeſaid; and did declare, that ſhe would well and faithfully perform the ſame, according to the true meaning of the ſaid *H. J.* expreſt as aforeſaid; and by means and vertue of the ſaid ſeverall Leaſes, and other Writings and Deeds of Settlement aforeſaid, and of the ſeveral Aſſignments thereof, and of the Eſtates thereby [illegible] and granted: or if no ſuch Aſſignments were made; yet by the connivance and permiſſion of the ſaid *H. C.* and *H. W.* by the ſaid Truſts unto her the ſaid *H. S.* made as aforeſaid, ſhe the ſaid *H. S.* hath poſſeſſed her ſelf of, and gotten into her hands, cuſtody, or poſſeſſion; or into the hands, cuſtody, or poſſeſſion of ſome other perſon or perſons, to her uſe, or by her delivery, privacy, conſent, knowledge, or agreement, all and ſingular the ſaid Jewels, Money, Stock, and Profits thereof made, Arrerages of Rents, Debts, Statutes, Recognizances, Bonds, Bills, and other Writings, and Specialties, Plate, Bedding, &c. and other Goods and perſonal Eſtate of the ſaid *H. J.* ſo ſetled and granted as aforeſaid, conſiſting of the particulars aforeſaid, and of the value aforeſaid: *And likewiſe* hath received, had, and taken, all and every of the Rents and Profits of the ſaid Lands, Tenements, and Premiſſes, with the Appurtenances, ever ſince the death of the ſaid *H. J.* hitherto amounting in all to the ſum of 4000 pounds and upwards, and hath diſpoſed thereof, and of the perſonal Eſtate aforeſaid, to her own uſe: in reſpect whereof, ſhe the ſaid *H. J.* is liable, and ought in all Equity and good Conſcience, to perform and make good the Truſts aforeſaid, and diſpoſe of all Rents, Profits, and perſonal Eſtates aforeſaid, in order thereunto.

And your Orator *further ſheweth*, That your ſaid Orator did marry and take to Wife the ſaid *K.* one of the Daughters of the ſaid *H. J.* about one year and a half ſince, by and with the conſent, liking, and agreement of *H. S.* *And* your Orator before ſuch his Marriage aforeſaid, having Communication and Treaty with the ſaid *H. S.* about the ſaid Marriage, and about the Portion of the ſaid *K.* his then intended Wife, and her Siſters; the ſaid *H. S.* did acquaint your Orator with the ſaid Settlements and Truſts aforeſaid, and that there was, or in a ſhort time afterwards would come into her hands, for or towards the Portion of the ſaid *B.* the ſum of 1500 *l.* or thereabouts; the one half of whoſe Portion, ſhe told your Orator would come unto him, in caſe the ſaid *B.* who was then ſickly, and very weak, and not likely to live long and unmarryed, and under the age of 18 years, ſhould die before ſhe attained that age, or was marryed, over and beſides the ſum of money which ſhe agreed to pay, and did pay; or ſecure unto your Orator in Marriage with the ſaid *K.* being 1500. *l.* which was one principal motive and inducement to your Orator, to conſent and agree to the ſaid Marriage; and to make unto the ſaid *K.* ſuch large and plentiful a Joynture as he then did, being of the value of 400 *l.* and upwards, out of your Orators Meſſuages, Lands, and Tenements.

And

And your Orator *further sheweth* unto your Lordship, that the said *B.* after your Orators intermarriage with the said *K.* to wit, about 10 years since, dyed unmarryed; and before she attained the age of 18 years, by means whereof, her part and portion of, and in the said personal Estate and Rents, and Profits, did rightfully come and belong, and ought to have been well and truly paid divided, and satisfied, unto your Orator, in the behalf of the said *K.* his Wife, and unto the said *S.* the surviving Daughters of the said *H. J.* equally between them.

And your Orator well hoped, that the said *H. S.* would have well paid, and justly satisfied unto him, the full part, portion, and share, which belonged, and was due unto him, in right of his Wife, of and for the personal Estates and Rents, and Profits aforesaid, as well in respect of the death of the said *B.* aforesaid, as otherwise, as in all Equity and good Conscience she ought to have done. Which notwithstanding, she the said *H. S.* absolutely denying to do, your said Orator, and the said *K.* his Wife, being thereunto enforced by the obstinate and wilful refusal of the said *H. S.* to pay unto them what really and justly was due and belonged unto them, by the means and manner aforesaid, did on or about *Trinity* Term, which was in the year of our Lord, 1660. exhibit their Bill of Complaint in this Honourable Court, against the said *H.S.* to be relieved touching the Premisses: But she the said *H.* contemptuously refused to make any Answer thereto, although she was then duly served with Process to appear, and answer the said Bill, and that several Process of Contempt were taken out against her, for refusing so to do. Since which time (to wit) in or about 10 moneths since, the said *K.* your Orators said late Wife dyed; and after her death, your Orator did procure Letters of Administration, of all and singular her Goods and Chattels, Rights and Credits, to be legally granted and committed unto him, under the Seal of the Prerogative Court of *Canterbury*; and thereby became legally entitled unto, and ought to have had and received from her the said *H.S.* such part, portion, and share, of the said personal Estate, and of the Rents and Profits aforesaid, as was any way due, or ought to have been paid unto your Orator, in righ of the said *K.* his late Wife, in case she the said *K.* were still living. *And* your Orator hath accordingly at several times, in all respective manner, repaired unto the said *H. S.* and requested her to pay and satisfie the same unto your said Orator.

But so it is, may it please your Lordship, that the said *H. S.* by Combination with the said *C.* and *W. H.* and *H. S.* the Sister, who pretends a right and Title by Survivorship, unto the Portions of the said *D. B.* albeit she and every one of them knoweth the truth of all & singular the Premisses to be such, as is herein before set forth; and that the respective portions or shares aforesaid, of the said *K.* and the said *B.* did amount to far above the sum of 2500 pounds, having gotten into her, or their, or some of their hands, custody or possession; or into the hands custody or possession of some other person or persons to her, to his or their use, or by her or their delivery or privity, all and every the Deeds and Writings, whereby the said Lands, Tenements, and Hereditaments, with their Appurtenances; and the Goods, Chattel, and

personal

perſonal Eſtate, were granted, aſſured, and ſetled by him the ſaid *H. F.* upon the ſeveral Truſts aforeſaid, or upon ſome other Truſts, for his Daughters before-named: and having ſo, as aforeſaid, poſſeſſed her, and themſelves of the ſaid perſonal Eſtate, and received and taken the Rents and Profits of the ſaid Grounds, Lands, Tenements, and Premiſſes, with the Appurtenances; and taking advantage of your Orators Ignorance, of and concerning what perſonal Eſtate, and the particulars and true values thereof; and what Manors, Meſſuages, Lands, Tenements, and Hereditaments, and the yearly value of them, and where ſituate or lying, whereof the ſaid *H. F.* had and was ſeized and poſſeſſed of in his life-time, and that were by him ſetled and aſſured in Truſts, for raiſing Portions for his ſaid Daughters, or otherwiſe for their benefit; and of and concerning the true Contents of the ſaid Writings and Deeds of Settlement aforeſaid, in reſpect your Orator lived, and ſtill liveth remote from the place, where the ſaid *H. F.* lived, and was a ſtranger to him, and no wiſe acquainted with his Eſtate; and by reaſon thereof, and by the cloſe carriage and dealings of the ſaid *H. S.* &c. towards him concerning ſuch Affairs, did not, neither could acquaint himſelf with, or diſcover the ſame, ſhe the ſaid *H. S.* and other their Confedetates, do now go about and endeavour to obſcure and conceal the Eſtates, Settlements, and Aſſurances aforeſaid; and all the Deeds and Conveyances, whereby the ſaid *H. F.* did in any other ſort or manner ſettle and convey his perſonal Eſtate, for the uſe and benefit of his Children. *And alſo*, the perſonal eſtate of the ſaid *H. F.* and the particulars, and true yearly values of the ſaid Mannors, Meſſuages, Lands, and Premiſſes, ſo ſetled as aforeſaid, and ſtill refuſeth to ſatisfie or pay to your Orator, the part, portion, and ſhare of the ſaid perſonal Eſtate, Rents, and Profits aforeſaid, which belongeth unto him as aforeſaid; or to diſcover unto him what the ſame is, or doth juſtly and fully amount unto: and to colour ſuch her dealings, they do ſometimes pretend, and give out in ſpeeches, that the ſaid *H. F.* did not make any ſuch, or other Settlements, Aſſurances, Conveyances, or Eſtates in truſt; or for the benefit of his ſaid Daughters of or in his perſonal Eſtate, or any part thereof; or of or in any his Mannors, Meſſuages, Lands, Tenements, or Hereditaments whatſoever, within the ſaid County of *L.* or elſewhere in *England*. *And* ſometimes do confeſs, that he did make ſuch, or the like Settlements or Eſtates, as are herein before ſet forth, and upon the ſame, or like cauſes, as touching his ſaid daughters, as are likewiſe before mentioned, and hath ſhewed ſome of them to your Orator; but refuſed, and ſtill doth refuſe, to let him have, or take any Copy thereof, or any ſerious peruſal of the ſame, or of all or any of the Contents of the ſame; and pretendeth, that little benefit hath riſen to or for the ſaid Daughters by means thereof; for that the ſaid *H. F.* his Eſtate, real and perſonal, was ſequeſtred by the Parliament, and part of his perſonal Eſtate taken away, by ſeveral Committee-men, and other perſons, who had authority from the ſaid Parliament to do the ſame, and the Rents and Profits of the Lands received, and taken by the Sequeſtrators for a long time after his death. *Whereas* ſhe the ſaid *H. S.* or ſome or one of the Confederates, notwithſtanding ſuch her pretences, well know; and the truth of it is, that the

ſaid

ſaid *H. F.* did, in his life-time, grant, convey, ſettle, and aſſure, all his perſonal Eſtate, and the Rents and Profits of his ſaid Lands before named, and divers others his Mannors, Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances in truſt, for or to be diſpoſed of, for the benefit of his ſaid Daughters as aforeſaid; and that but little of his ſaid perſonal Eſtate was taken away whileſt he was under Sequeſtration; and what was ſo taken away, remained undiſpoſed of, and was kept in ſuch perſons hands, as were reſponſible for the ſame, and there remained, until the ſaid Sequeſtration was wholly taken off, and diſcharged; which was in or about the moneth of *J.* which was in the year of our Lord, 1650. being within few days after his death. *And* that he, or ſome of them, did receive, or might have received all the Arrears of Rent which were behind, for 3 years, or thereabouts, at his death, which amounted in all to 3000 *l.* and upwards; and ſhe or ſome of the confederates did or might have taken and poſſeſſed her or themſelves of ſo much, or the greateſt part, of the ſaid perſonall Eſtate which was ſo taken away or recovered the ſame or the value thereof with Damages of ſuch perſon and perſons who had and detteyned the ſame accordingly.

And the ſaid *H. S.* the ſiſter pretendeth unjuſtly to have the ſaid portion of the ſaid *F.* by ſurvivorſhip being contrary to the truſts aforeſaid, it being provided by the ſaid truſt that the ſame ſhould be ſo devided amongſt the ſurviving Siſters of which the ſaid *K.* your Orators Wife was one; all which dealings and proceedings of the ſaid *H. S.* &c. are contrary to all equity, and Good conſcience, and by means thereof the ſaid ſettlements of the ſaid *H. F.* are likely to become fruitleſſe, and the truſts thereby repoſed, are likely to remain unperformed, and his true intent and meaning defeated, and your Orator like to ſuſtain exceeding great wrong, and prejudice unleſſe he ſhall be relieved in the Premiſſes, in this Honourable Court, according to right, equity, and good conſcience.

In tender conſideration whereof, and for that your Orator hath no means at or by the Common Laws of the Land to diſcover the ſaid ſettlements and truſts aforeſaid, and the contents of the ſame, or to compel a performance of the ſaid truſts; nor can thereby, or by any means, ſo well as by the anſwer of the ſaid *H. S.* &c. hereunto, upon their corporall Oaths, diſcover the truth of the Premiſſes, nor be relieved concerning the ſame otherwiſe then by the aid and aſſiſtance of this honourable Court. *And* to the intent that the ſaid *H. S.* &c. may make perfect and direct anſwers unto all the ſaid Premiſſes upon their corporall Oaths, and may ſet forth and diſcover whether the ſaid *H. I.* did not before his death, and how long before his death, Grant, Convey, ſettle, and aſſure, by one or more Writing, or writings, by him executed, all or any part, or what part in particular, of his perſonal Eſtate to the ſaid *H. C.* and *H. W.* or one of them, or to ſome other perſon or perſons, and what perſon or perſons by name and abode, upon the truſts aforeſaid, or upon any other; and what other truſts or to what other purpoſe, for or concerning the raiſing of portions, or for the benefit of the ſaid *K.* and her ſaid 3 Siſters before named, and what the true date and contents of the ſame writing and writings

are

are and in whose hands, custody, and possession the same are and who were Witnesses to the sealing and Delivery thereof, and may also discover and set forth whether the said *H.J.* did not before, and how long before his death make and grant to the said *H.C. H.W.* or one of them, and which of them, or to some other; and what person and persons, by name and abode, one or more Lease or Leases, for years or some other, and what other Estate or Estates in writing or otherwise of and in the said Lands, and Grounds, in *V.* and *W.* or any, and which part or parcell of them, or any of them, and of and in divers other, and what other Mannors, Messuages, Lands, Tenements, and Hereditaments, and where scituated lying, and being, and in whose occupation, and of what yearly value, upon the trusts aforesaid, or upon what other Trusts, or to what other purpose, for or concerning the raising of Portions, for the benefit of the said *K.* and her said 3 Sisters as aforesaid, and what are the true date and contents of the same Writing and Writings, whereby such Lease or Leases, or other Estate or Estates are made, and in whose hands, custody, or possession the same are, and who are Witnesses to the sealing and delivery thereof; and whether every or any, and which of the said Grants, Leases, and Estates aforesaid, were at any time, and when assigned and made over to the said *H. S.* *And* whether she hath not received, had, taken, or disposed the Rents and Profits of the Lands and Premisses so setled and assured; or who else hath for all the time, or what time since, and what and how much Rents and profits she or any other hath received, had, taken, or any ways made or raised, of, for, or by the same Lands and Premisses, or any, and which of them yearly, otherwise since the death of the said *H.J.* *And* may also discover and set forth what, how much, and how many Jewels, pieces of Plate, ready moneys, either in Gold or Silver, Stock, Pewter, Brass, Linnen, Woollen, Beds, Bedding, and Furniture of and belonging thereunto, Hangings, Leases, Bonds, Bills, and other Specialties, and other Goods, Chattel, and personal Estate whatsoever, she the said *H.S.* or *H.C.* or *W. H.* hath possessed her or themselves of, or gotten into her or their hands, custody, or possession; or into the hands, custody, or possession, of any other, and what other person or persons, by name and abode, to her or their uses; or by or with her consent, delivery, privity, knowledge, and where the same now are, and the particulars and true values of them, and every of them; and what Debt, Sum, or Sums of Money, Arrears of Rent, Goods, Stock, and Merchandizes, and the particulars and true values thereof, which belonged to the said *H.J.* or were due and owing to him at his death, by what person or persons, by name and abode, for her or them, or by her or their, or either of their consent, direction, privity, or agreement, hath, had, received, taken, or disposed of since his death, and what are yet unreceived, and by whom are the same due and owing. *And* may discover and set forth what personal Estate, and particulars, and true values thereof, the said *H.J.* was possessed of, and interessed in, at the time when he made the Grant, Assurance, or Settlement, of and concerning the same, for the raising of Portions, or other benefit of or for the said *K.* and his other Daughters before named, and how the same hath been disposed of since, and into whose hands, custody, or possession, and by whose direction and means

means the ſame have ſince come, or been diſpoſed of, and who hath the ſame now. *And* to the intent *alſo*, that the ſaid *H.S.* &c. may likewiſe ſet forth, whether there did belong, and was due to the ſaid *B.* of the Eſtate aforeſaid, of 500 *l.* or what other ſum of money, and what or how much the ſaid *H.* did acknowledge or confeſs was ſo due unto her, or would thereafter become due unto her; and whether your Orator did not thereupon conſent and agree unto the ſaid Marriage, and make ſuch Joynture unto the ſaid *K.* aforeſaid. *And* that the ſaid *H. S.* &c. may be compelled to render a true accompt of what ſhe, they, or any of them, hath received and had of the perſonal Eſtate of the ſaid *H.S.* ſince the ſettlement thereof as aforeſaid; and of the Rents and profits of the ſaid Lands and Premiſſes, or any of them, ſince the Leaſes and other Eſtates were alſo made by him as aforeſaid, and ſet forth what is juſtly and truly due, or belonging unto your Orator, for the part, ſhare, and portion of the ſaid *K.* as well in reſpect of the death of the ſaid *B.* as otherwiſe. *And* may be compelled to pay the ſame unto your Orator, as in all Equity and good Conſcience they ought. *And* that the ſaid *H. S.* the Siſter, may ſet forth, by what Title ſhe claimeth the whole portion of the ſaid *B.* or what ſhe hath received for her portion, out of the Eſtate of the ſaid *H.S.* or what particular Right ſhe claimeth under the Truſts and Settlements aforeſaid; that they and every of them may true anſwer make upon their Corporal Oath, to all and ſingular the Premiſſes; and that your Orator may be relieved therein, in this moſt Honourable Court, according to all Equity and good Conſcience: Which he humbly prayeth, may it pleaſe your Lordſhip, to grant unto your Orators his Majeſties moſt gracious Writ or Writs of *Subpœna*, to be directed to the ſaid *H.S.* &c. Thereby commanding her, and every one of them, at a certain, and under a certain pain therein to be limited, perſonally to be, and appear before your Lordſhip, in the high and honourable Court of *Chancery*, then and there to make a perfect and direct Anſwer to all the ſaid Premiſſes, upon their Corporal Oaths. *And further*, to ſtand and abide, and perform ſuch Order, Decree, and Direction, touching the ſame, as to your Lordſhip, and the ſaid Court, ſhall ſeem to ſtand with Right, Equity, and good Conſcience. *And* your Orator ſhall daily pray, *&c.*

A Bill to redeem a Mortgage.

To the Right Honourable, &c.

HUmbly complaining, *Sheweth* unto your good Lordſhips, your daily Orator *A. M.* of *L.* Gent. Son and Heir of *A. M.* late of *M.* in the County of *E.* Gent. deceaſed, That the ſaid *A. M.* your Orators ſaid late Father deceaſed, was heretofore; that is to ſay, in or about the year of our Lord, 1642. ſeized in his Demeaſne, as of Fee, or ſome other good Eſtate of Inheritance, of and in all that Capital Meſſuage or Tenement, commonly called or known by the name of *W.* ſcituate, lying, and being in *M.* aforeſaid, with all the Out-houſes, Edifices, Buildings, Yards, Orchards, and Gardens, thereunto belonging. *And* alſo, of, and in all that Meadow commonly called or known by the Name of *P.* Mead, containing by eſtimation 17 Acres, lying in the Pariſh of *S.* in the ſaid County of *E.* *And* your Orators ſaid late Father, being ſo of the ſaid Meſſuage and Premiſes ſeized as aforeſaid; he the ſaid *A. M.* your Orators ſaid late Father, did, in or about the moneth of *J.* which was in the year of our Lord God, 1644. borrow of one *A. S.* Widow, the Sum of 500 *l.* *And*, for the ſecuring of the payment of the ſaid 500 *l.* with Intereſt, the ſaid *A. M.* your Orators ſaid late Father deceaſed, in and by a certain Indenture, bearing date on or about the 26 day of *J.* in the ſaid year of our Lord, 1644. did grant, bargain, and ſell the ſame Meſſuage, Lands, and Premiſſes, before mentioned, unto the ſaid *A. S.* her Heirs and Aſſigns for ever.

Provided nevertheleſs, and upon this Condition, that if the ſaid *A. M.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, did pay, or cauſe to be paid unto the ſaid *A. S.* her Executors, Adminiſtrators, or Aſſigns, at or in the then dwelling houſe of *W. P.* Mercer, ſcituate in *C.* in the County of *E.* the full Sum of 590 *l.* of lawful money of *England*, in manner following; That is to ſay, the Sum of 15 *l.* parcel thereof, upon the 8th of *J.* next enſuing the date thereof; and the like Sum of 15 *l.* more thereof, upon the 12th of *J.* in the year, 1645. and 15 *l.* more upon the 1. day of *July*, then next following; and 15 *l.* more on the 12th of *J.* 1646. And 15 *l.* more upon the 12th of *J.* then next following; And 515 *l.* reſt due upon the 12th of *I.* 1647. That then the ſaid Bargain and Sale ſhould be void; as by the Deed of Bargain and Sale on that behalf may appear.

And your Orator *further ſheweth* unto your good Lordſhips, that the ſaid *A. M.* did for ſome time after the ſaid Mortgage ſo made as aforeſaid, pay the Intereſt of the ſaid 500 *l.* as the ſame became payable as aforeſaid: But the late Wars and Troubles in this Nation happening; and the ſaid *A. M.* impoveriſhed by loſſes, and otherwiſe; and wanting moneyes, did neglect to continue the payment of ſome of the ſaid Intereſt-moneyes. *And* there-

thereupon the ſaid *A.S.* did about 14 years ſince, enter into the ſaid Meſſuage and Premiſſes, as aforeſaid, mortgaged unto her. *And* ſhe the ſaid *A.S.* by herſelf, her Servants, Agents, and Tenants, did divers years together take and receive the Rents, Iſſues, and Profits, of the ſaid Meſſuage and Premiſſes. *And* did thereby yearly make, receive, and had the ſum of 40*l.* and upwards. *And* the ſaid *A.* dying about 10 years ſince, one *W.P.* of *C.* in the ſaid County of *E.* Mercer, and one *W.P.* of *R.* in the ſaid County of *E.* Yeoman, immediatly after the death of the ſaid *A.S.* did enter into the ſaid Meſſuage and Premiſſes, and for divers years together, did take and receive the Rents and Profits of the ſame Meſſuage and Premiſſes, pretending to have ſome Title to the ſame, by or under ſome Deviſe or Grant of the ſaid *A.S.* *And* of late one *T. C.* of *L.* Vintner, hath alſo entred into the ſame Meſſuage and Premiſſes, and held and enjoyed the ſame, and taken and received the Rents, Iſſues, and Profits thereof, to his own uſe, by virtue or colour of ſome Grant, Conveyance, or Eſtate thereof to him made, as he pretendeth by the ſaid *W. P.* or *W. P.* or one of them. *And* the ſaid *T.C.* hath lately pulled and taken down, or cauſed to be pulled and taken down, one Barn of 4 Bays of Building lately ſtanding, and being parcel of the ſaid Mortgaged Premiſſes, worth *&c.* and upwards, to be ſold: And hath removed the ſame Barn off from the ſaid mortgaged Premiſſes, and converted the ſame to his own uſe.

And your Orator *further ſheweth*, unto your good Lordſhips, that the ſaid *A. M.* your Orators ſaid late Father, in the moneth of *M.* laſt dyed: And the ſaid Grant and Conveyance of the ſaid Meſſuage and Premiſſes ſo made by the ſaid *A.M.* deceaſed, to the ſaid *A.S.* deceaſed, being but a Mortgage for Security of money; and the ſaid money intended to be hereby ſecured, being ſince by the receipt of the profits of the Premiſſes by the ſaid *A. S. W. P. W. P.* and *T. C.* or ſome or one of them. *And* in caſe any part of the money thereby intended to be ſecured, be yet remaining unſatisfied, your Orator, (who is Son and Heir to the ſaid *A.M.* deceaſed) is willing to ſatisfie and pay the ſame. And ſo you ſaid Orator, being Son and Heir of the ſaid *A. M.* deceaſed, according to the Rules of Equity and good Conſcience, ought to come and enjoy the ſame Meſſuage, Lands, and Premiſſes, and to receive the Rents and Profits thereof to his own uſe.

But ſo it is, may it pleaſe your good Lordſhips, that the ſaid *W.P.* of *H.* (the ſaid *W.P.* of *C.* being ſince dead) and the ſaid *T. C.* do detain and keep the ſame Meſſuage and Premiſſes from your ſaid Orator; and by Combination and Confederacy amongſt themſelves, do refuſe to diſcover which of them hath the Eſtate in Law, in the ſame Bargain and Sale, or Eſtate, ſo made by the ſaid *A.* deceaſed; or by what means the ſame is come unto them, or either of them. And albeit the ſaid *A. S.* deceaſed, and the ſaid *W.P.* *W.P.* and *T.C.* have made and raiſed great Sums of money, by and out of the Rents, Iſſues, and Profits of the Premiſſes; yet do they the ſaid *W.P.* of *H.* and *T. C.* refuſe to give any Account unto your Orator for the ſame. *And* the ſaid *W. P.* of *H.* and *T. C.* give out in ſpeeches, that they, or one of them, will hold the Poſſeſſion of the ſame Premiſſes, as a forfeited Mortgage, and will take the full and ſtrict Advantage thereof in Law: So that your Orator is remedileſs in the Premiſ-

ſet, ſave onely by the Aid of this Honourable Court. In tender conſideration therefore of the Premiſſes; and to the end the ſaid *W. P.* of *H.* and *T. C.* may by their Anſwers diſcover and ſet forth what Eſtate or Title, they or either of them do claim, in or to the ſaid Meſſuage and Premiſſes, and under what *Pratliſes* or *Conditions*, and what moneyes were intended to be hereby ſecured; and to whom, and what they, or any of them, or the ſaid *A. S.* deceaſed, have received and had by the Rents and Profits of the Premiſſes; or by the value of the ſaid Barn, or otherwiſe, towards ſatisfaction of the ſaid Debt, ſo ſecured by the Premiſſes as aforeſaid; and may accompt to him, your ſaid Orator, concerning the ſame. *And* that in caſe the ſame ſhall appear to be ſatisfied (or otherwiſe, if any Accompts be due upon the ſame) that upon your Orators payment, of what ſhall appear to remain unſatisfied, they may re-convey the ſaid Mortgage or Eſtate to your Orator; or otherwiſe diſpoſe thereof, as your Orator ſhall appoint, and may not be allowed to take advantage of the Forfeiture of the ſaid Mortgage. *And* that your Orator may be relieved in all and ſingular the Premiſſes, according to Equity and good Conſcience.

May, &c.

The Replication of E. S. *Replication to the ſeveral Anſwers of* A. B. *and* R. W. *Defendants, to the Bill of Complaint of the ſame Repliant.*

THE ſaid Replyant ſaith in all and every matter and thing, as in and by his ſaid Bill of Complaint, he hath already ſaid and doth, and will aver, maintain, and prove all and every the ſame matters and things to be true, in ſuch ſort, manner, and form, as therein and thereby they are ſet forth and declared. *And* that the ſaid Defendants ſeveral Anſwers, in and to the ſame and the matters in them contained, are falſe and untrue: whereunto this Replyant needed not to reply, for many apparent faults, defects, untruths, and imperfections, in them, and either of them, contained and alleadged, the benefit and advantages of Exception whereof, and to the incertainties and inſufficiencies of the ſaid Defendants Anſwers to this Replyant, now and at all times hereafter, ſaved and reſerved. For Replication thereunto, this Replyant ſaith, That the ſaid Defendant *A.* and her Husband, named in the ſaid Bill, and the ſaid other Defendant have received by and out of the Rents and Profits of the ſaid Meſſuages and Lands, mentioned in the ſaid Bill, the ſum of 500 *l.* and upwards; and this Replyant hopeth to prove unto this Honourable Court, that this Replyant did ſhortly after the death of his Father *R. S.* named in the ſaid Bill by his Friends (he being then in minority) when he came to age, tender and offer, and was ready to pay unto *G. H.* alſo named in the ſaid Bill, and the Defendant *A.* his then Wife, the ſum of 80 *l.* with conſideration and in-

terest for the same, deducting the Rents by them before received, and damages for the same, for the redemption of the Premisses out of Mortgage, which was denyed and refused by the said *H.* and the now Defendant *B.* *And* that then they the same *H.* and *B.* immediately after the death of the said *R. B.* and long before the day limited for payment of the said 80 *l.* and before any Forfeiture was or could be of the said Mortgage, unjustly enter into, and upon, the said Messuages and Lands; and did take, carry away, and dispose to their own use of the Crop of Grass and Corn then growing upon the Premisses, worth above, &c. and afterwards did plow, sow, set the same at their pleasures, without any account ever given or made to this Replyant, or any other trusted on his behalf. *And* as concerning the former Suit in this Honourable Court, and the Decree and Release mentioned in the said Defendants Answer, this Replyant saith, That he never was acquainted with any the proceedings in the said Cause; although, as it seemeth, the same was prosecuted in his name by *T. P.* in the Bill named: Neither did he know of the day of hearing thereof; nor of any Decree thereupon made, until some few years past: Neither was this Replyant ever served with the said Decree, nor with any Writ, *de Executione decret.* or other Command of this Honourable Court, to obey the same: Nor did he ever subscribe his name to the said pretended Release, or seal or deliver the same unto, or to the use of, *R. B.* and the Defendant *A.* or any other: Neither was there any such Writings ever shewed, or tendered to him, to be sealed. *And* as concerning the Conveyance of the Premisses, mentioned in the said Defendants Answer, to be made by the Defendant *A. B.* unto the Defendant *W.* and *M.* his Wife, and the Heirs of the said *W.* This Replyant saith, and so hopeth also to prove unto this Honourable Court, that the same was made and contrived between them by practice, and by combination, of purpose to encumber the Premisses, and to give a shadow and colour of reality thereunto; but, in truth, to defeat and defraud this Replyant of his Right and Inheritance, in and to the same; and if conveyed, as is pretended, it is at a great under value. For this Replyant will prove, that the Premisses are now worth above 600 *l.* to be sold; and within very few years now to come, will be worth, to be sold, 700 *l.* And so traverseth without that, that the said Defendant *W.* did really and truly pay unto the other Defendant, the sum of 265 *l.* for the supposed Purchase, as in the said Defendants Answers is untruly alleadged. And without that, that any other matter or thing contained in the said Defendants Answers, or either of them, is material or effectual for him this Replyant to reply unto: And not herein sufficiently replyed unto, traversed, or avoided, is true, to the knowledge of this Replyant. All which matters and things, this Replyant is ready to aver, maintain, and prove, as this Honourable Court shall award. And humbly prayeth, as in and by his said Bill of Complaint he hath before prayed.

The Replication of W. D. F. D. H. D. *and* T. D. *to the Answer of* F. P. *Widow, Executrix of the last Will and Testament of* J. P. *Gent. deceased, Defendant.*

THE said Complainant, for Replication unto the said Defendants said Answer, saith, That the said Bill of Complaint by him exhibited into this Honourable Court, against the said Defendant, is very true, certain, and sufficient in the Law, to be by him the said Defendant answered unto. And that all and every the Matters and Allegations in the said Bill of Complaint contained, are by him therein set forth, upon good cause, and just ground and occasion of Suit. And this Replyant further saith, and averreth, That the said Answer of the said Defendant, unto the said Bill of Complaint, is very uncertain, untrue, and insufficient in the Law to be replyed unto, by him this Replyant. Nevertheless, all advantages and benefit of Exception, to the incertainties and insufficiencies of the said Defendants said Answer to this Replyant, now and at all times hereafter, saved and reserved, for Replication unto the said Defendants said Answer; this Replyant, in and by his Replication, saith and sheweth, in every matter and thing, as before in, and by his said Bill of Complaint, he hath said and shewed. And that he doth and will thereby justifie, maintain, and prove his said Bill of Complaint, and all and every the Matters and Allegations therein comprized, to be certain and true in such sort, manner, and form, as the same are therein, by him this Replyant, set forth, and expressed without that, that any other matter or thing whatsoever, in the said Defendants said Answer contained, material or effectual in the Law, for this Replyant to reply unto, and not therein and thereby sufficiently replyed unto, confessed, or avoided, or otherwise replyed unto, is true. All which matters and things, this Replyant is ready to aver, justifie, maintain, and prove, as this Honourable Court shall award and direct. And thereupon, he this Replyant, in and by this his Replication, humbly prayeth as before, in and by his said Bill of Complaint, he hath already formerly prayed.

A Bill for the Mortgage, to have the Mortgage redeemed, and to set aside fraudulent Conveyances.

To the Right Honourable, &c.

HUmbly complaining, *sheweth* unto your good Lordships, your Orator *J. F.* of *H.* in the County of *K.* Esq; and *T. B.* Gent. Executors of the last Will and Testament of *J. F.* of *B.* deceased, that *P. T.* late of *S.* in the County of *B.* deceased, was in his life-time seized of, and in all that Messuage, with the

the Appurtenances in, &c. and all Easements, Profits, Commodities, and Hereditaments, to the same belonging, or appertaining; or used, enjoyed, reputed, or accepted, as any part or parts of them, or belonging to them, or to any of them, scituate and being in *W.* aforesaid; and in and about the moneth of *J.* 1654. having occasion to use a sum of money which he wanted, that is to say, the sum of 700 *l.* he did borrow so much of the said *J. F.* and for the securing the re-payment thereof with Interest, at the rate aforesaid, he did, by his Indenture, bearing date the &c. mortgage to him the said *J. F.* the same Copies and Premisses, for the term of 300 years, next ensuing the date of the said Indenture, with a Proviso or Condition therein also contained, for the payment of Interest yearly, and the said 700 *l.* at such times, as is therein expressed, as if the said Indenture of Mortgage could be produced, would appear.

And your Orators further shew, That they have heard that the said *P.T.* did for a year or two pay Interest for the said Sum; and then failing so to do, and continuing to make such default, and refusing to make payment, not onely of the principal Sum, but of Interest also, the said *F.* was constrained to begin a legal course, for recovery of the said Mortgaged Premisses, and did by an *Ejectione Firmæ* so do; and in and near the moneth of *J.* in that year, had possession of the Premisses delivered unto him, and entred thereupon, and, during his life, did receive what profits thereof he fairly and reasonably might: In which time, by reason of the late Wars, or otherwise, it hapned, that both the said Indenture of Mortgage, so sealed and delivered by the said *P.T.* to the said *J. F.* as aforesaid, were burned or lost; whereby the said *J. F.* apprehending, that he might be in some danger of losing his moneys, repaired to the said *P.T.* and informed him thereof, and desired him either to seal to him the said *J. F.* a new Deed, or to permit him the said *I. F.* (which he rather desired, because of some Incumbrances, which by that time the said *P. T.* might have had the Premisses lyable unto, had not the same been out of him for the Terms aforesaid) to make true and authentick Copies thereof, by the Counterparts of such Leases: Whereunto the said *P.T.* did not onely willingly condescend, and the same was done accordingly; but the said *P. T.* did freely acknowledge the Debt aforesaid.

But so it is, may it please your good Lordships, That the said *P.T.* hapning to dye, in or about the moneth of *&c.* in the year *&c.* *R. T.* Gent. his eldest Son, unto whom the Recoveries expectant upon the said several Leases, as he pretendeth, descended; having understood that such Leases were lost, was desirous to make some advantage thereof, and gave out speeches, that he had a good Title to the possession thereof, and that he ought to enjoy the same: And, by himself and Agents, did interrupt the said *I. F.* in receiving the Rents, and Issues, and Profits thereof: pretending further, though untruly, that the said *I. F.* had forfeited his Estate in the Premisses, or some part thereof, by committing Wasts therein.

And your Orators further shew, That the said *J. F.* upon or about the day of &c. which was *Anno Dom.* 1656. made his last Will and Testament in Writing, and therein and thereof constituted your Orator Executor; and soon after whose

deceaſe, your Orator by ſuch his Will which they duly procured, became intituled to his perſonal Eſtate, and in particular to the ſaid 2. houſes, and they having had ſome conference with the ſaid *R. T.* thereabout, he not only makes the ſame pretences to your Orator, as he did to the ſaid *J. F.*; but pretends further, that your Orator hath no Title thereunto, but that ſuch Eſtate as the ſaid *J. F.* had therein, if any was by him aſſigned to *F. D.* who, in truth, claimeth nothing in the Premiſſes; and that he can wreſt the Premiſſes from your Orators, upon the Intereſt of the ſaid Deed; or elſe upon ſome old dormant Incumbrance which he threatens to buy in, or otherwiſe to ſet on foot, on purpoſe to make the Premiſſes liable thereunto, and to defraud your Orator of the ſaid juſt debts; and to that end, the ſaid *R. T.* hath exhibited his Bill of Complaint into this Honourable Court againſt your Orators, whereby he ſeeketh to deſire to get the Premiſſes from your Orators without payment of any money at all; yet rather then fail, he ſeemeth thereby content to redeem the ſame: which he well might, having ſeen and read the Counter-parts of the Leaſes aforeſaid, which he or ſome for him ſtill hath and have, and he can come by, and that he ſhould be admitted to ſuch Redemption, although as your Orators are adviſed in regard of the Antiquity of the ſaid Mortgages and for other reaſons they might have juſtly inſiſted upon it to have his Bill diſmiſſed, your Orators have ſubmitted thereunto on ſuch Terms as in their Anſwers to his ſaid Bill they have expreſſed. *But* ſo it is, may it pleaſe your Lordſhips, that your Orators are given to underſtand, That the ſaid *R. T.* intendeth nothing leſs than to redeem the ſame; and it partly ſo appeareth, in regard of his ſlow proſecution of ſuch his Suits, whereof your Orators deſiring an iſſue and end, have not only preſſed on the ſaid *R. T.* in that Suit, but have commenced this againſt him.

In tender conſideration whereof, and to the end the ſaid *R. T.* may pay your Orator what upon a fair Accompt ſhall appear due to your Orator upon the ſaid Mortgage for principal and intereſt, and charges and coſts of Suits at Law and in this Court, and may be concluded of all equity and power of Redemption, and that your Orator may by Decree of this Court enjoy the Premiſſes according to the Covenants in the ſaid Indenture of Mortgage againſt the ſaid *R. T.* and his heirs, and all claiming by from and under him and *P. T.* and that the ſaid *R. T.* may deliver unto your Orators the Deeds, Evidences and Writings concerning the ſame; and may alſo for your Orators further Aſſurance ſet forth, Whether the 2. Schedules hereunto annexed, be true Copies of the Counterparts of the 2. Indentures or Deeds of a Mortgage: and if not, may ſet forth all the particulars wherein they vary and differ from ſuch Counter-parts, and may alſo diſcover what Incumbrances the Mortgaged Premiſſes or any, and which of them, are liable unto during the ſaid Terms of 300 years, and that he may expreſs the date of ſuch Incumbrances, and the natures of them, and the parties to them, and what is due upon them or any, and which of them, and that all ſuch being without juſt conſideration, and fraudulent, and antient and dormant, and do deceive Purchaſors and Creditors, may be ſet aſide; and that the ſaid *F. D.* may ſet forth, what Eſtate or Intereſt he claims in the premiſſes, and

and that your Orators may have such further relief therein as shall be agreeable to Equity. *May it please, &c.*

A Bill *to redeem a Mortgage.*

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordships your Orator *R. T.* that *P. T.* deceased, your Orator's late Father was in his life-time lawfully seised in his Demesne as of Fee, of and in divers and several Woods, Woodgrounds, Lands, &c. *And* the said *P. T.* being thereof so seised, and about 5. years since dyed thereof so seised, by and after whose decease the said Woods, &c. did descend and come to, as of right they ought to descend and come unto, your said Orator as son and heir of the said *P. T.* your Orator being then and until now of late an Infant under the age of 21 years. *But now*, so it is, may it please your good Lordships, That *T. B.* and *J. G.* Executors as they plead of the last Will and Testament of *J. H.* Esq; the said *A. T.* &c. do claim and pretend to have some Title, Term, or Estate in the said Woods, &c. or some of them by or under some Lease or Grant made, as they pretend, by the said *P. T.* in his life-time unto the said *J. F.* and since assigned and come unto the said *T. B.* &c. or some or one of them as they pretend: Whereas if any such Lease, Grant, or Estate, were made by the said *P. T.* the same was but a Mortgage for security of money, and all the money which was intended to be thereby secured, is since satisfied by receipt of the profits of the Premisses by the said *I. F.* who entred upon the Premisses and got the possession thereof during your Orator's minority, and after his said Father's decease, or by the said *T. B.* &c. or some or one of them, being also in possession of the Premisses by pretence of Estate, Conveyance, or Assignment, and the said *J. F.* or in his right, or in trust for him, or else the said Term and Estate is now expired; or in case the said Term and Estate be yet in being, and that any part with their money thereby intended to be secured, be yet remaining unsatisfied, your Orator is willing to satisfie and pay the same; yet *Nevertheless* they the said *T. B.* &c. do detain and keep the same from your Orator, and by Combination and Confederacy among themselves, do refuse to discover which of them hath the Interest in Law in the said Lease or Estate so made by the said *P. T*; and by what means the same is come unto them and they or some of them, and also the said *J. F.* deceased, who during the minority of your Orator, entred upon the Premisses, and got the possession thereof as aforesaid, have made and raised great Sums of money by and out of the Rents and profits of the premisses, and do refuse to give any Accompt unto your Orator for the same. *And* your Orator having no Counter-part of the said Lease or Grant made by the said *P. T*, is ignorant of the Contents thereof, nor can tell what Rent was thereupon reserved, nor hath any means to Recover such Rent, nor can tell when the said pretended Estate was to begin or end, nor whether it be expired yea or no, nor what money was

thereby ſecured to be paid, nor to whom or when; neither doth he know unto whom the intereſt in Law in the ſaid Leaſe or Eſtate ſince came. *And* the ſaid *T. B.* doth give out, that they will hold the poſſeſſion of the premiſſes as a forfeited Mortgage, and will take the full and ſtrict advantage thereof in Law: So that your Orator is remedileſs in the premiſſes, ſave only by the Aide of this Honourable Court.

In tender Conſideration therefore of the premiſſes, and to the end the ſaid *T. B.* &c. may by their Anſwers diſcover and ſet forth what Eſtate or Title they or any of them do claim in or to the ſaid Woods, &c. and when the ſame was made, and by whom, and for what term, and under what Rent, and under what Proviſoes or Conditions, and what moneys if any were intended thereby to be ſecured, and to whom, and what they or any of them or the ſaid *T. F.* deceaſed, have received, and had by the Rents and profits of the premiſſes or otherwiſe towards the Satisfaction of their debts ſecured by the Premiſſes, if any ſuch Debt or Security were, and may Accompt to you concerning the ſame, and that they may produce their Original Leaſe into this Honourable Court, that your Orator may have a Copy thereof; and that in caſe the ſame ſhall appear to be ſatisfied (or otherwiſe if any money be due upon the ſame) that upon your Orator's payment of what ſhall appear to remain unſatisfied, they may ſurrender their ſaid Leaſe, Mortgage, or Eſtate, or otherwiſe aſſign and diſpoſe thereof as your Orator ſhall appoint, and may not be allowed to take advantage of the Forfeiture of the ſaid Mortgage (if any ſuch there be): *And* that your Orator may be relieved in all and ſingular the Premiſſes according to Equity and good Conſcience, May it pleaſe your Lordſhips, &c.

A Bill for Relief of an Heir, and to have the Writings, &c.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordſhips, your dayly Orator *W. W.* of *S.* in the County of &c. That the ſaid *W. W.* your Orator's ſaid late Grandfather, and the ſaid *W.* his Son, both deceaſed, did about 30 years ſince purchaſe the Inheritance of and in divers Lands, Meadows, Paſtures, and Paſture-grounds, lying and being in *H.* in the ſaid County of *L.* of the yearly value of 40 l. or thereabout. *And* the ſaid *W. W.* your Orator's ſaid late Grandfather deceaſed, being deſirous to have the ſaid Lands and Premiſſes continued in their own name and blood, they the ſaid *W. W.* your Orator's ſaid Grandfather, and *W. W.* his Son, did cauſe the ſame Lands and Premiſſes by Fine, Recovery, Feoffment, or by ſome other good Conveyance and Aſſurance in the Law, to be conveyed, ſettled and aſſured to the uſe of them the ſaid *W. W.* the Grandfather, and *W. W.* the Son, and of the Heirs males of the body of the ſaid *W.* the Son, the Remainder to the ſaid *R. W.* your Orator's ſaid late Father, and the heirs males of his body, with divers Remainders over; As by the ſame Conveyances and Aſſurances, or ſome of them, if your Orator had the ſame to ſhew forth, it doth and may appear. *And*

And your Orator *further sheweth* unto your good Lordships, That the said *W.W.* your Orator's Grandfather dyed about 25 years since, and that the said *W.W.* your Orator's said late Father died about 3. years since, and that the said *W.W.* your Orator's said Uncle is lately dead without issue-male, by which means the same Premisses do remain and come, and ought to remain and come to your Orator as heir-male of the said *R.* your Orator's said late Father deceased; and your Orator ought to Enter into and upon the said Lands and Premisses, and to possess and enjoy the same, and to take and receive the Rents, Issues, and Profits thereof to his own proper use and benefit. *But now*, so it is, May it please your good Lordships, That the said Deeds, Evidences, Conveyances and Assurances of and touching the said Lands and Premisses which do declare, manifest, and shew your Orator's Right and Title to the same Lands and Premisses, being in the power and custody of the said *W.W.* your Orator's said late Uncle at the time of his death; The same are since the death of the said *W.W.* come into the hands and power or custody of *B.W.* of *S.* in the said County of *L.* Widow, the relict of the said *W.W.* and who is Executrix of the Will of the said *W.W.* her said late husband, and the Contents of them are well known unto her; as also where the same, some or one of them, are or have been since the death of her husband; but she taking Advantage thereof, and devising with her self how to defeat and defraud your Orator of the same Lands and Premisses, she the said *B.* hath combined and confederated her self to and with *R.S.* and *B.* his wife, and to and with *J. G.* and *K.* his Wife, they the said *B.* and *K.* being Daughters of the said *W.W.* the Son deceased, who pretend some Demise thereof from the said *W.W.* the Son, and by the Combination aforesaid, the said Confederates do not only conceal and suppress the Deeds, Evidences, and Writings, whereby the Entayls and Estates aforesaid were created, and which do fully manifest your Orator's Title to the Premisses, and refuse to discover the same or the contents of the same Writings, whereby it might and would appear in and to whom the right and title of and to the same Premisses now is and doth belong. *But*, they the said Confederates do now claim the same Premisses, and do pretend title to the same, and have made divers secret and unlawful and other Entries into and upon the said Lands and Premisses. *And* albeit they do very well know your Orator's just right and interest in Law and Equity thereunto, yet have they unlawfully made and contrived to and amongst themselves and to other persons, to their or some of their uses, divers secret Estates, Conveyances and Assurances of the same Lands and Premisses, or some part thereof, tending to the great prejudice and disherison of your Orator, and to perplex and intricate your Orator's Estate, Title, and Interest thereunto. And the said Confederates do interrupt your Orator in the quiet holding and enjoying of the same Lands and Premisses, and in the taking and receiving of the Rents, Issues, and Profits thereof, and do deny to deliver the possession of the premisses to your said Orator: And do now give out in speeches, that your Orator hath no right or title to the same Premisses.

Upon due consideration of all which Premisses, and forasmuch as the doings of the said Confederates are contrary to all right, equity, and good conscience: *And* for that your Orator hath no relief in the premisses at and by the course of the

the Common Laws of this Nation, for want of such due proof by Witnesses as is thereby required. *And* for that your Orator knoweth not the certain dates, contents, or number of the said Deeds, Writings, and Evidences, nor wherein the same be contained; but your Orator well hopeth, that the said Confederates will upon their Oaths discover and set forth the truth of the premisses, matters and things aforesaid, whereby your Orator may be relieved in the same in a course of Equity in this Honourable Court. *And* to the end the said Confederates may set forth what right or title they or any of them, or any others to their or any of their uses in trust for them or any of them, have or claim to have out of, in, or to, the said Lands and Premisses or any of them. And by, from, and under, what person or persons by name, and by what manner of Conveyance or Assurance, and the dates and contents thereof, and what Rents and Profits they or any and which of them have had or received out of or by the said Lands and Premisses or any part thereof, and for what time. *And* may set forth and discover the certain dates and contents of the Deeds, Evidences, and Writings so by them detained from your Orator as aforesaid. *And* to the end the said Deeds, Writings and Evidences touching the Premisses may be delivered to your Orator for the manifestation, maintenance, and preservation of his Title and Interest to the same Lands and Premisses, *And* that your Orator may be relieved in all and singular the Premisses, according to the rules of Equity and good Conscience, May it please your Lordships, &c.

Another of the same.

To the Right Honourable, &c.

HUmbly Complaining, &c. *Sheweth* unto your good Lordships, *A.B.* of *L.* in the County of *E.* Esq; That *whereas F. G.* late of *L.* Gent. deceased, was in his life-time seised in his Demesnes as of Fee, or of Fee-tail, of and in the Mannor of *D.* in the County of *N*, with several Lands, Tenements, Rents, Reservations, Profits, and Hereditaments to the same Mannor belonging, &c. *And* being thereof so seised, the said *G.F.* did by Fine, Recovery, and Deed or Deeds, to lead the Uses thereof, or by some other good and sufficient Conveyances and Assurances in the Law well and duly executed, make some Settlement or Settlements of all and singular the said Mannor, Messuages, Lands, Tenements, and Hereditaments, or some great part thereof; by vertue whereof, the said *J. F.* was afterwards in his life-time seised of all and singular the said Manno-, &c. or of some great and considerable part thereof for his life or Entayl to him and the heirs male of his body, or the heirs of his body, or some such like Entail, with a Remainder thereupon expectant to your Orator as Cozen and heir of the said *F.G*: and the said *F. G.* being in his life-time by vertue of such Settlement so thereof seised, did in or about the moneth of *A.* last, dye thereof so seised without any Issue of his body; by reason whereof and of the said Settlement and Limitations of the uses of the same, the said Mannors, Lands, Tenements, and Hereditaments did remain and come as of right

right they ought to do to your Orator as Cozen and Heir of the said *J. F.* your Orators Father *G. B.* being Brother and Heir of the said *J. F.* or else the said Mannor &c. or at least som great and Considerable part of them were by the said *G. B.* in his life-time so settled as that the same ought upon the Death of the said *G. C.* without issue to descend, or remain, and come to your Orator as his Heir of the said *G. B.* or as Heir to his said Father, by reason whereof your Orator, as Heir of the said *G. N.* or by virtue of some such remainder as aforesaid, ought to have, hold and enjoy, the said Mannor &c. *And*, to receive and take the Rents Issues and Profits thereof to his own use.

But now, so it is, may it please your good Lordships, that one *T. W.* &c. and *W. H.* desiring and contriving how to defeat and defraude your Orator of his inheritance to him as of right aforesaid belonging and justly appertaining; *And* to that end combining and confederating themselves with *S. H.* and to and with divers other persons to your Orator unknown, whose names when they shall be discovered, your Orator prayeth may be hereinto inserted and they made parties thereunto, with apt words to charge them withall. *And* the better to colour their designe, the said Confederats do give out, and pretend that the said *J. B.* did in his life-time, make severall or some Setlemant, or Setlements, Conveyances of the said Premisses, or did som waies convey the same in severall parts and portions and for severall Estates to the said Confederates, or some part of them, to their own uses or to the uses of some other of the said Confederates, or else, that the said *J. B.* did in his life-tim, by some Will in writing, devise & give the same Premisses, or some great & considerable part thereof, to them the said Confederates, or some of them in Fee, or Fee-Tayle, or for their lives, or for some long Term or Term of years or in some other manner or for some other Estates or Trusts.

And, they the said Confederates, by colour and pretence of such Settlements, Conveyances and Assurances, or devise or devises, have made severall Entryes into the said Mannor and Premisses, or into severall parts and parcells thereof, and have possessed themselves of the same, and do detain, and keep the same from your Orator, and have upon pretences aforesaid possessed themselves of all the Deeds, Evidences, Conveyances, Settlements, and Assurances of the said Premisses, so as aforesaid made by the said *J. B.* and all other the Deeds, Evidences, Conveyances, Records, Courts Rolls, Terriers, Rent-Rolls, and other Writings; touching and concerning the said Premisses, and do conceal the same from your Orator, so that your Orator cannot come to the certain knowledge of the particulars of the said Lands, Tenements, and Hereditaments, nor can your Orator without the said Writings, Deeds, Settlements, and Evidences, (whereof the said Confederates as aforesaid have possessed themselves, or some of them, or secured the same in the hands of some others in trust for them, or some of them) make out unto himself any Title to the said Premisses, nor be any wayes enabled to Recover the same at the Common Law, or to conclude his Title at Law with the said Confederates (who have gotten, and do detain and hold the possession thereof from your Orator, whose inheritance the same in truth is as, the said Confederates do very well know, and yet unjustly detain the same from your Orator and

and refuſe to let your Orator know, or underſtand what Right or Title they pretend to the ſame, or to what end or purpoſe, or upon what truſts, ſuch Conveyances were made (if any ſuch have been made) or to acquaint your Orator with the Conveyances or Aſſurances whereby they pretend to the ſame, to be ſettled upon and Conveyed unto them, or ſome of them and to let your Orator peruſe the ſame, or the ſaid pretended Will, whereby it is by them given out that ſome part of the ſaid Premiſſes are ſettled and Entayled upon, or otherwiſe deviſed to them the ſaid Confederats or ſome of them, They the ſaid Confederats well knowing, as the truth indeed is, that if there were any ſuch Deed or Deeds, Conveyance, or Aſſurance of the ſaid Premiſſes, as they do pretend, and give out, made by the ſaid *G. B.* in his life-time, the ſame was meerly voluntary, and without any manner of conſideration at all and with power of Revocation, and to be avoided at pleaſure, by the ſaid *G. B.* and hath been by him ſince made voide or ineffectuall, by revoking of the ſame, and executing of the ſaid power ſo to him reſerved, or elſe the ſaid Deeds or Aſſurances have been Cancelled, or elſe the ſame were only made in truſt for the ſaid *G. B.* and his Heirs, and conſequently for the benefit of your Orator ſince the ſaid *G. B.* his death.

And, if there were any ſuch Will in writing and Deviſe of the ſame Premiſſes, made by the ſaid *G. B.* as by the ſaid Confederats is given out and pretended, yet was the ſame revoked, and made void in the life-time of the ſaid *G. B.* or is in it ſelf invalid as to the Premiſſes, or elſe the ſame was made in the extremity of his diſtempers, when he was not of perfect and diſpoſing memory, but gained from him by indirect means when he labored under his high diſtempers of ſickneſſe, and was not capable of underſtanding what he acted or did, and ought not to be made uſe of as againſt your Orator being his Heir at Law, for diſinheriting him of his inheritance juſtly belonging to him upon the ſaid *G. B.* his Death. *And* yet, do the ſaid Confederats upon ſuch their unjuſt and untrue pretences, unjuſtly detain and keep the poſſeſſion both of your Orators ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments. *And* alſo, of his ſaid Evidences, Eſcripts, Deeds, and Writings concerning the ſame from your Orator. All which doings of the ſaid Confederats, are contrary to Equity, Juſtice, and Good Conſcience, and tend to your Orator's great prejudice and Damage: In tender conſideration whereof, and foraſmuchas your Orator is utterly remedileſſe in the Premiſſes by the ſtrict rules of the Common Laws of this Land, and hath no remedy thereby to diſcover the truth of the Premiſſes, nor what Right the ſaid Confederats claim, nor what Title they pretend to the ſaid Mannor, Lands, &c. whereof the ſaid *G. B.* dyed ſeiſed as aforeſaid.

But, your Orator hopeth that the ſaid Confederats will ſet forth the ſame in this Honourable Court, where the ſame is properly and legally examinable and diſcoverable. To the intent therefore that the ſaid *C. D.* and *L. F.* may upon their corporall Oaths ſet forth and diſcover what Eſtate or intereſt they or any of them, or any other to their, or any and which of their uſe or uſes claim or pretend to have in the ſaid Mannor &c. Of which the ſaid *G. B.* was ſeiſed in his life-time, or at the time of his Death as aforeſaid. *And* by what

what Deed, Deviſe, Conveyance, or Aſſurance, and when made and how executed, and upon whoſe Contrivance, and upon what Conſideration. *And* what Deeds, Conveyances, or Aſſurances have been made of the Premiſſes, and of any, and what part or parcell thereof at any time, and when and what Time the ſame were ſo made by the ſaid *G. R.* or any other by his appointment; *And*, to which of the ſaid Confederats, or to any other to their or any, and which of their uſe or uſes, or to any other uſe or uſes, and what in particular, and when, and where, ſuch Deed, Conveyance, or Aſſurances (if any were made) and when and how execute and what date the ſame bears, and who are Witneſſes to the Sealing and Delivery thereof, *And* Whether theſame (if any ſuch were) were abſolute or upon any, and what condition, or under any, and what limitation, and with any, and what power of Revocation. *And*, Whether ſuch Condition have been performed or power of Revocation executed or not. *And*, Whether ſuch Conditions, powers, or Limitations were in diſtinct and ſeverall Deeds, (if any ſuch were) or in the ſame Deeds that limit their Eſtate. *And* Whether the Eſtate, or intereſt by ſuch Deed, Conveyance, or Aſſurance (if any granted, or created), *And*, How many parts or duplicats thereof were made and Sealed at the ſame time. *And*, Whether he Executed more Deeds then one at the ſame time. *And*, (if ſo) What the purport of them was, and in whoſe cuſtody they now are, or any of them. *And*, Whether they were Executed according to the reſpective dates thereof. And whether the ſame have not been altered ſince the Execution thereof. *And*, Whether ſuch Deeds and Conveyances, have not been determined by the limitations therein contained. *And*, may likewiſe ſet forth what was the conſideration of making ſuch Deeds, Aſſurances; and Conveyances. *And*, if there were any conſideration for makeing the ſame, Then whether the ſame were not in the nature of Mortgages for ſecurity of any, and what, ſummes of money which have been ſince paid at leaſt in part. *And*, Whether any, and what part of ſuch Mortgage-Money yet remains unpaid, or whether ſuch Deeds, Conveyances, or Aſſurances, (if any were) were not meerly voluntarily, and without any Conſideration but in truſt for the ſaid *G. B.* and his Heirs, or upon any other and what other truſts in particular, *And* for what cauſe or reaſon, or upon what grounds ſuch Deeds, Conveyances, or Aſſurances, (if any) were made, *And*, who appointed and gave order for the making of the ſame, or by whoſe Deſign, Appointment Inſtigation, or Direction, the ſame (if any be) were made, and to what end intent or purpoſe, *And*, Whether ſame were truly and diſtinctly read unto, or peruſed by, the ſaid *G. B.* *And* Whether he ever were truly made acquainted with the purport, and ſubſtance of the ſame.

And whether the ſaid *G. B.* did ever make any Will in writing, or any Deviſe of the ſaid Premiſſes, or any part of them; or any, and which of them, to the ſaid Confederates, or to any other; and to whom, for their or any of their uſe or uſes; or to any other, and to what other uſe or uſes. *And* what Duplicates thereof were made or publiſhed. *And* whether more Writings then one were made and publiſhed at the ſame time, as his Will. *And* what the purport of them were: And whether executed, according to the dates thereof; and to whoſe

whose hands the same came; and in whose custody they or any of them now are. *And* whether they remain unaltered, since the said publication. *And* when such Will or Devise (if any) were made; and by whose direction, Contrivance or appointment. *And* whether the same were published by the said *G. B.* or by him declared to be his last Will and Testament; and when, and before what Witnesses. *And* whether such Will and Devise (if any) were not by the said *G. B.* revoked, countermanded, or made void; or declared not to be his last Will and Testament; or whether the said *G. B.* did not in his life-time make any other Will in writing, and when; or by any other Will or Codicill, revoke, alter, or countermand the said pretended Will or Devise; or whether he did not give order, for the making of some other subsequent Will or Codicill, whereby to alter or revoke the said Will in part, or in whole; and why the same was not accordingly made. *And* whether any such pretended Will was ever truly and really signed or sealed by the said *G. B.* *And* whether the Contents and true Purport thereof were ever truly and distinctly read or made known to, or seen or perused by, the said *G. B.* *And* whether he were ever acquainted with the effect thereof. *And* whether the said *G. B.* were at the time of the making and publishing of such pretended Will in perfect health, or under any great distemper, or in extremity of sickness. *And* whether he were then sensible, and of a perfect and good understanding, or of a disposing and sound memory, and capable of rightly knowing and understanding what he acted or did; and in a capacity to perceive and understand, what the Purport, Contents, and meaning, and what the true effect and consequence of making such pretended Will, or Devise, Deed, Conveyance, or Assurance, was or would be. *And* whether ever he intended, or declared that he intended, to disinherit his right Heirs of all his Estate. *And* whether such Will, Devise, Deed, Conveyance, or Assurance, (if any such there were) were not gained, extorted, or obtained, from him the said *G. B.* by some, and what, wile, practice, circumvention, or subtile and false suggestion, or insinuation, by some of the said Confederates; or some other person or persons, on their behalfs; and by their knowledge, privity, or contrivance, and whom. *And* whether they, or some of them; and which of them, or some other, with their privity and consent, hath not, or have not in their custody and hands; or have not seen or perused the said Deeds, Settlements, Conveyances, and Assurances, of the Premisses so made by the said *G. B.* and what were or are the Purports and Contents thereof. *And* may also set forth, what Deeds, Evidences, Escripts, Records, Court-Rolls, Terriers, or other Writings of, concerning, and belonging to, or in any wise touching, the said Premisses, or any part or parcel thereof; They the said Confederates, or any, and which of them now have, or at any time or times, since or before the death of the said *G. B.* had in their hands, possession, or custody. *And* how they have disposed of the same, or to whom they delivered the same. *And* where, and in what custody the same now are, or were; or in whose hands, custody, or possession they did last see the same, and when: And may set forth the purport and effect, or substance of such Deeds, Writings, and Settlements, Conveyances, and Assurances. *And* may be compelled to bring the same into this Honourable Court, for

for the use of your Orator; to whom, as Heir of the said *G. B.* the same do of right belong. *And* that the said Confederates, may each of them particularly, upon their respective Corporal Oaths, clearly set forth and discover the truth and reality of the said Premisses. So that your Orator may be enabled to sue for, recover, and obtain the possession of the same Premisses, and his said Inheritance, at the Common-Law; which of right, and duely, and justly, belongeth to him as aforesaid. *And*, that your Orator may be relieved in the Premisses, may it please your Lordship, &c.

A Bill in the Exchequer *for Tythes,*

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your Lordships, your daily Orator *J. J.* Clerk, Vicar of the Parish-Church and Vicaridge of *B.* in the County of *L.* Debtor and Accomptor to his said Majesty, as by the Records of this Court appeareth; That your Orator about 40 years since was lawfully presented unto, admitted, instituted and inducted into the said Church and Vicaridge: By virtue whereof, your Orator ought to enjoy all the Tythes, Duties, and Profits whatsoever, belonging to the said Vicaridge, as your Orator's Predecessors, the former Vicars thereof, have heretofore enjoyed the same.

And your Orator *further sheweth*, That, from the time whereof the memory of man is not to the contrary, or otherwise by some antient Endowment or Composition, the Vicar of the said Parish-Church and Vicaridge for the time being, hath been entituled unto, and hath from time to time received, and ought to take, receive, and enjoy all the Tythes of Hay, and all small and privy Tythes yearly, from time to time, coming, growing, hapning, increasing, and renewing, within the said Parish of *B.* and the Titheable places thereof. *And* that all the Tythes of Hay, Calves, Sheep, Lambs, Wooll, and Milk, and all other small Tythes, yearly arising, happening, growing, increasing, and renewing, within the said Parish, and the Tytheable places thereof, by virtue of such Custom, antient Endowment, or Composition, ought to be paid in kind unto the Vicars of the said Vicaridge, for the time being; or else some Rate, Composition, or Sum of Money, in lieu of the same; and so ought to have been paid and rendered to your Orator and Vicar thereof.

And your Orator *further sheweth*, That *S. S.* of &c. did in the year of our Lord 1660. and 1661. occupy and possess about 30 Acres of Meadow-ground, and about 16 Acres of Pasture-ground, within the said Parish, and yearly mowed the Grass growing upon the said Meadow-ground, and made the same into Hay, and inned the same, amounting (in the whole) to the number of 60 Loads of Hay, and upwards, by the year, every Load being worth about 2 *l.* The Tythe of which Hay was yearly worth about 6 *l.*

And

And he the said *S. F.* did yearly keep and depasture within the said Parish, and the Tytheable places thereof, about 8 Milk-Cows, and 200 Sheep, and had yearly fallen from the said Cows, about 8 Calves; and had yeaned about 100 Lambs yearly from the said Sheep; and did yearly clip and shear from the said Sheep about 200 Fleeces of Wooll; every Calf being worth about 12 *s.* and every Fleece of Wooll 4 *s.* The Tythes of which Calfs, Lambs, and Wooll, were yearly worth 5 *l.* and upwards. *And* he the said *S. F.* had and kept yearly within the said Parish, and the Tytheable places thereof, several other things Tytheable; the Tythes whereof were yearly worth 5 *l.*

And your Orator *further sheweth*, That *J. N. S. N. H.* &c. have severally and respectively within the said several years of our Lord, 1660. and 1661. occupyed and possessed several Meadow-grounds and Pastures, lying and being within the said Parish, and the Titheable places thereof, and had and kept there, during all the said times severally, several things Titheable, and severally mowed there a great quantity of Grass, and made the same into Hay, and inned the same. All which said Lands, Grounds, Hay, and things Titheable, of every of the said persons, were of the like numbers, natures, kinds, quantities, qualities, and values, as are before charged against the said *S. F.* All which said Tithes, Duties, and Rates for Tithes, have been due and payable for the several years aforesaid, and ought to have been paid to your Orator as Vicar thereof.

Yet *now* so it is, may it please your Lordships, That the said *S. F. J. N.* &c. by Combination and Confederacy between themselves, and together with several other persons, as yet unknown to your Orator (whose names, when they shall be discovered, your Orator prayeth, may be inserted into this your Orators Bill of Complaint, and themselves made Parties thereunto, with apt words to charge them) refuse to pay unto your Orator the said Tythes, Duties, and Sums of Money, pretending that Tythes in kind are not due, nor ought to be paid unto your Orator; but that some Rates, or Sums of Money, are due, and ought to have been paid in lieu of Tythes; and yet they refuse to make known unto your Orator, what the said Rates or Sums of Money are, and to pay the same; although they have been often, in a friendly manner, requested to make the same known, and to pay the same accordingly; whereby your Orator is in some measure disabled, to pay the Debts which he oweth to his Majesty.

In tender consideration *whereof*; *And* for that your Orator cannot exactly prove the several natures, numbers, kinds, quantities, or values of the said Tythes, and things Titheable, but onely in conjecture as aforesaid; and therefore is remediless, save onely in Equity before your Lordships in this Honourable Court. To the end *therefore*, that they the said *S. F. J. W. N. H.* and *T. L.* and the rest of the said Confederates, when they shall be discovered, may set forth what number of Acres of Meadow-ground and Pasture, they severally and respectively occupyed and possessed; and what the Rents or yearly value of the said Grounds and Pasture were, *And* what quantity of Grass they severally mowed, and made into Hay, in each of the said years, *And* what their several Tythes thereof were yearly worth, *And* what number of

Cows

Cows and Sheep they ſeverally depaſtured, within the ſaid Pariſh. *And* what number of Calves they had ſeverally fallen. *And* what number of Lambs they had ſeverally yeaned; and what quantity of Wooll they ſeverally ſhore. *And* what their ſeveral and reſpective Tythes of Calves, Lambs, and Wooll, were yearly worth. *And* what other Tythes, or things Titheable, they ſeverally had and kept, in each of the ſaid years, within the ſaid Pariſh. *And* to the end, that they the ſaid *S. F.* &c. may diſcover, whether Tithes, in kind or Compoſitions, are due in lieu of Tithes; and what the ſaid Rates or Sums of Money are, and for what things; and in what manner, and at what times payable, and may pay the ſame. *And* to the end, that they the ſaid Confederates, may diſcover the truth thereof, and may pay unto your Orator all and ſingular their Tythes and Duties, due and in Arrears as aforeſaid; as alſo their Tithes and Duties for the ſame as the ſame ſhall grow due, ſo long as your Orator ſhall continue Vicar of the ſaid Church and Vicaridge; and they the ſaid Confederates continue to be Occupiers of any Grounds or Things Titheable within the ſaid Pariſh; your Orator not deſiring to take the advantage of the Forfeiture of the treble value, or of any other Forfeiture; but well contenting himſelf with the ſingle value onely; *And*, to the end, they the ſaid *S. F.* &c. may true Anſwer make to all and ſingular the Premiſſes; *And* to the end, your Orator may be relieved therein accordingly; May it pleaſe your Lordſhips to grant unto your Orator, his Majeſties Proceſs of *Subpœna*, under the Seal of this Honourable Court, to be directed unto the ſaid *S. F.* and the reſt of the ſaid Confederates, when diſcovered thereby; Commanding them, and every of them, at a certain day, and under a certain pain therein to be limited, perſonally to be and appear before your Lordſhips, in this Honourable Court of *Exchequer-Chamber* at *Weſtminſter*; then and there to anſwer to all and ſingular the Premiſſes; *And further*, to ſtand to perform and abide ſuch Order, Direction, and Decree therein, as to your Lordſhips ſhall ſeem meet. *And* your Orator ſhall ever pray, *&c.*

A Bill againſt the forfeiture of a Leaſe.

To the Right Honourable, &c.

HUmbly Complaining, *Sheweth* unto your good Lordſhips, your daily Orator *J. W.* Citizen and F. of *L.* that one *R. H.* by a certain Indenture, bearing date, *Anno Dom.* 1648. did demiſe, grant, and to Farm let, unto one *J. M. C.* and *D.* of *L.* two ſmall Meſſuages or Tenements, with the Appurtenances at *C.* for the term of 28 years, to commence from the Feaſt of St. *Michael*, *Anno Dom.* 1647. yielding and paying therefore yearly at the 4 moſt uſual Feaſts of the Year, the Sum of &c. *And* in and by the ſaid Leaſe it is provided, That if it ſhould happen, the ſaid Yearly Rent of &c. to be behind and unpaid, in part, or in all, by the ſpace of 21 days, or after any Feaſt or

day of payment, in which it ought to be paid, &c. As in the same Indenture, &c.

And your Orator *further sheweth*, unto your good Lordships, That the aforesaid *J. M.* by a certain Assignment, or Deed in Writing, bearing date the 20th day of *S. Anno Dom.* 1653. for valuable Causes and Considerations him thereunto moving, did grant &c. unto your Orator, the aforesaid recited Indenture of Lease, and all his Estate, Right, Title, Use, Interest, Possession, term of Years, Claim, and Demand whatsoever, in and to the Premisses.

And he the said *J. M.* did thereby Covenant, that your Orator paying the said Yearly Rent of &c. thenceforth payable unto the said *R. H.* and performing such Covenants and Promises, as were in the same Lease, should quietly enjoy the Premisses, during the residue of the term aforesaid then to come, in the said first recited Indenture of Leases, as by the said Deed of Assignment, may more fully appear. By virtue of which said last mentioned Deed or Assignment, your Orator became lawfully intituled unto the Premisses, for and during the residue of the term of years, in the Original Lease aforesaid mentioned: And your Orator did actually enjoy the same, and hath attorned Tenant unto the said *R. H.* And he the said *R. H.* hath received the Yearly Rent for the Premisses, for divers years last past, of and from your Orator; but would never give any Receipt, Acquittance, or Discharge, unto your Orator for the same.

And your Orator *further sheweth*, That he hath made a very great Improvement in and upon the Premisses, and hath disbursed and laid out in new Building, and repairing the Premisses, the Sum of 100*l.* or thereabours; of which the said *R. H.* doth take particular notice; and in respect thereof, he the said *R. H.* doth plot and contrive, how to gain some advantage against your Orator, that so he may defeat your Orator of his Title and Interest unto the Premisses; and evict your Orator out of the same. *And* your Orator *further sheweth*, That about *C.* last, before your Orator had paid his Rent for the Premisses, your Orator did send his Servant unto the house of the said *R. H.* to the end, he might pay unto the said *R. H.* the Quarters Rent due for the Premisses: But he the said *H.* although the same was tendred unto him, did refuse to receive, or accept of the said Quarters Rent; but upon what ground or reason, your Orator knoweth not. *And* your Orator *further sheweth*, That afterwards at the Feast of &c. your Orator, or some person on the behalf of your Orator, did tender and pay unto the said *H.* 2 Quarters Rent for the Premisses then in Arrears, and desired the said *H.* to receive the same, and give a Receipt for the same. But the said *H.* as formerly, did refuse to accept thereof. *And* your Orator *further sheweth*, That afterwards upon the &c. being a Feast day, whereupon the Quarterly Rent due for the Premisses, was payable, he the said *R. H.* did cunningly, and with intent to avoid your Orators Title and Interest in the Premisses, and evict him out of the same, repair unto your Orators said house, and did demand his Rent in Arrear. And one *T. W.* being then present in the same house, did in the behalf of your Orator tender to pay unto him the said *R. H.* all the Arrears of Rent, then due for the Premisses, unto the said *R. H.* But he the said *T. W.* not knowing how to behave himself so wisely and circumspectly

ſpeedily, as he ſhould have done with the ſaid *R. H.* did require to have a Receipt or Diſcharge from him the ſaid *R. H.* otherwiſe he would not pay the Arrears of Rent then due unto him the ſaid *H.* And the ſaid *H.* being ready to lay hold of fair opportunity, did refuſe to give any Receipt or Diſcharge, and ſo departed, without receiving any moneys at all: Howbeit, he the ſaid *R. H.* hath been often, in a friendly manner, requeſted to accept of the Arrears of Rent due for the Premiſſes, and hath been ever ready to pay the ſame. And your Orator is now ready to pay the Arrears of Rent for the Premiſſes, unto the ſaid *R. H.* or to bring the ſame in Court to be diſpoſed of, as this Honourable Court ſhall order. *But now* ſo it is, may it pleaſe your good Lordſhips, That he the ſaid *R. H.* well knowing, that your Orator hath laid out in building and repairing the Premiſſes, the Sum of &c. And ſo far improved the Premiſſes, that the ſame are now of the value of &c. by the year; he the ſaid *R. H.* doth now intend to take advantage of the aforeſaid Clauſe or Proviſoe of Re-entry; and in regard of your Orators non-payment of the Arrears of Rent aforeſaid, doth endeavour to turn your Orator out of the poſſeſſion of the Premiſſes. And for that very end and purpoſe, the aforeſaid *R. H.* pretending a certain Leaſe to be by him lately made, unto one *E. C.* hath cauſed a certain Declaration in Ejectment, to be framed againſt one *M. S.* at Suit of him the ſaid *E. C.* and hath given notice thereof to your Orator; and thereby doth intend to defeat your Orator of his Intereſt and Title, of and in the Premiſſes, by occaſion of his non-payment of the Arrearages of Rent before mentioned. *In* tender conſideration of all which Premiſſes; and foraſmuch as your Orator hath no remedy at the Common-Law in the Premiſſes; and the rather, for that his Witneſſes who ſhould prove the Premiſſes, to be ſuch as are before declared, are ſome of them dead, and others in parts beyond the Seas, ſo as your Orator knoweth not where to find them. *And*, to the intent, he the ſaid *R. H.* may be inforced, to diſcover upon his Oath, whether he did not make ſuch a Leaſe of the Premiſſes, unto the aforeſaid *J. M.* as is aforeſaid, or what other Leaſe; and whether he knoweth not the ſaid *M.* aſſigned the Premiſſes to your Orator, for the remainder of his Term in the Premiſſes. *And*, that the ſaid *H.* may ſet forth, whether he hath not been tendred payment of the Arrears of his Rent, for the Premiſſes, at ſuch times, and in ſuch manner, as is above ſet forth; or at what other time or times, and in what other manner. *And*, that he the ſaid *R. H.* may be compelled to accept of the Arrears of the Rent. *And*, that your Orator may be confirmed in the future enjoyment of the Premiſſes, during the remainder of the Term in the ſaid Aſſignment mentioned. *And*, that your Orator may be relieved in the Premiſſes, according to Equity and good Conſcience. May it pleaſe, *&c.*

A Bill *to discover Incumbrances.*

To the Right Honourable, &c.

IN all humility *Sheweth* and beseecheth your good Lordship, your daily Orator *T.A.* of *L.* Gent. That *Whereas F.A.* of *M.* in the County of *B.* Esq. having urgent occasion to use money for his necessary Imployments, did neer about the beginning of this moneth (present) of *F.* repair unto your Orator with whom he was formerly acquainted, and had some Communication and Speech, and did earnestly treat with your said Orator, to furnish and lend him the said *F.A.* the Sum of 500 l. for one whole year, after the rate of eight pounds in the hundred for the same, offering to give your said Orator good security in Land for the same. *And* the said *F.A.* did then tell your said Orator, That he was Seised of a good, perfect, and Indefeazable Estate in the Law in Fee-simple, to the use of him and his Heirs, of and in the Mannor or Lordship of *M.* with the Appurtenances in the County of *B.* being (as he alledged) of the yearly value of 300 l. or thereabouts. *And* that he would assure the same to your Orator and his heirs for the repayment of the said 500 l. with the forbearance thereof. *And* the said *F.A.* did then confidently affirm to your Orator, that the said Mannor of *M.* was free from all Incumbrances by him the said *F.A.* or any his Ancestors had made, suffered or done, other than one Annuity or yearly Rent of 50 l. *per annum* issuing out of the Premisses, and payable to *A.* Widow, Mother of the said *F.A.* only for the Term of the life of the said *A.* And other then the 3d part of the Capital Messuage or Tenement wherein the said *F.A.* now dwelleth, and the 3d part of the Gardens and Orchards thereunto belonging, with free Ingresse, Egresse and Regresse thereunto at all times convenient for the aforesaid *A.* her Children and family only, for term of the natural life of the said *A.* And other then an Assurance of certain Lands parcell of the said Mannor now or late in the several Tenures or Occupations of *R.H. R.T. W.K. T.N.* and *R.C.* for the use and behoof of *K.* the now wife of the said *F.A.* for and during the Term of her natural Life for her Joynture, In case she shall fortune to survive and overlive the said *F.A.* her husband. *And* the said *F.A.* did then further inform your Orator, That the said Mannor or Lordship so to be conveyed and assured to your Orator as aforesaid, would be good caution and Security for repayment of your Orator's money: To whose fair speeches your Orator giving Credit, and wholly relying upon the honest and faithful dealing of the said *F.A.* your said Orator did lend unto the said *F.A.* the Sum of 500 l. of lawful money of *England*: And the said *F.A.* according to his Agreement for security of payment of the same, did by his Deed Indented, bearing date about the 20th day of this present moneth of *F.* knowledged to be inrolled in his Majesties High Court of Chancery, Convey and Assure to your said Orator and his Heirs the aforesaid Mannor or Lordship of *M.* with the Appurtenances, and all other his Lands, Tenements, and Hereditaments

rediaments lying in &c. or in any of them lying in the County of *B*: And under one Proviſo or Condition neverthelesſ in the ſaid Deed Indented, contained, That if the ſaid *J. A.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do truly pay or cauſe to be paid unto your ſaid Orator, his Executors, Adminiſtrators, or Aſſigns, the Sum of 540 l. of lawful money of *England*, at or in the Middle-Temple Hall near Fleetſtreet in the Suburbs of the City of *L.* in manner and form following; that is to ſay, on the 24. day of *D.* now next coming, the Sum of 20 l. thereof; and on the 27. day of *J.* which ſhall be in the year of our Lord God, 16—&c. the Sum of 520 l. more reſidue and in full payment and ſatisfaction of the ſaid Sum of 540 l. That then and from thenceforth the ſaid Conveyance and Aſſurance of the ſaid Mannor or Lordſhip of *M.* with the Appurtenances, and the Inrollment of the ſaid Deed Indented, and all and every the Covenants therein contained, ſhall be utterly void and of none effect, as if the ſame had never been had nor made, As in and by the ſaid Deed Indented, ready to be ſhewed in this Honourable Court, more plainly and at large it doth and may appear.

But now ſo it is, may it pleaſe your good Lordſhips, That ſince ſuch Conveyance and Aſſurance ſo thereof made as aforeſaid to your ſaid Orator and his Heirs, of the ſaid Mannor or Lordſhip of *M.* with the Appurtenances, your Orator is given to underſtand, that the ſaid *J. A.* hath made divers and ſundry ſecret Eſtates of the ſaid Mannor and Premiſſes, or of ſome part thereof to perſons unknown to your ſaid Orator; And hath entred into divers Statutes and Recognizances, and ſuffered divers Judgments againſt him for payment of money, or for ſome other cauſe or thing whereunto the ſaid Mannor and Premiſſes, ſo aſſured to your ſaid Orator as aforeſaid, is and are liable, and may in ſhort time make your Orator's Aſſurance of the ſaid Mannor and Premiſſes of no force or effect, if the ſame be not ſpeedily prevented and redreſſed by this Honourable Court according to Equity.

In tender conſideration whereof, And foraſmuch as your Orator doubteth not but that the ſaid *J. A.* will upon his Corporal Oath ſet forth and diſcover the truth of the Premiſſes, if he may be thereunto compelled by Order of this Honourable Court; It may pleaſe your good Lordſhips, the Premiſſes conſidered, to grant unto your ſaid Orator the Kings Majeſtie's moſt gracious Writ of *Subpœna* to be directed to the ſaid *J. A.* commanding him thereby at a certain day, and under a certain Pain, to be therein limited to be and perſonally to appear before your good Lordſhip in his Majeſties High Court of Chancery, then and there to Anſwer directly to the Premiſſes. *And* alſo to ſet down upon his Oath, Whether *J. A.* lately deceaſed, his late Father, or any other of his Anceſtors, have any way Incumbred the aforeſaid Mannor and Premiſſes, or any part thereof, other then with his Wife's Joynture before ſpecified, and the aforeſaid Rent of 50 l. *per annum*, during the life only of the ſaid *A.* his Mother. *And further*, to ſtand and abide ſuch order and direction in the Premiſſes, as to your good Lordſhip ſhall ſeem to ſtand with Equity and good Conſcience. And your Lordſhips ſaid Orator according to his bounden duty, ſhall daily pray to God for your Lordſhips long life, with much increaſe of Honour, &c. May, &c.

A Bill in Chancery to discover Incumbrances.

To the Right Honourable, &c.

HUmbly complaining, *Sheweth* unto your good Lordship, your daily Orator H. F. of L. Gent. That whereas one J. C. late of L. in the County of E. Esq; being, or pretending himself to be, lawfully seized in his Demeasne, as of Fee-simple, or Fee-Tayl, with the immediate reversion or remainder, to him and his Heirs for ever, of, and in the Mannor or Lordship of H. with the right members and Appurtenances whatsoever, in the County of E. and of, and in the Scite or Capital Messuage or Mannor-house of H. aforesaid, with the Appurtenances in the said County of E. and of, and in, all those several Messuages, Farms, Tenements, Grounds, and Hereditaments, commonly called or known by the names of S. &c. with their, and every of their Appurtenances, scituate lying and being in S. in the said County of E. *And* of, and in, all and singular Houses, Edifices, Buildings, Yards, Gardens or Orchards, Closes, Lands, Tenements, Meadows, feeding-Pastures, Grounds, and Hereditaments to the said Mannor or Lordship, Scite, Messuage, Farms, Lands and Premisses, and to every or any of them belonging, or in any wise appertaining; or to, or with the same, or any of them, held, used, or occupied, or accepted, reputed, or taken as part or parcel of the same, or any of them, *&c.* He the said J. C. about the latter end of M. last, did contract, bargain, and agree together with your said Orator, that he the said J. C. in consideration of, *&c.* pounds to him in hand, to be paid by your said Orator, should and would immediately, upon request, bargain, sell, convey, and assure all the said Mannor, Scite, Messuage, Lands, Tenements, and Premisses; and all other Lands and Tenements which came to him, after the decease of his Father R. C. deceased in &c. or elsewhere in the said County of E. together with all such Houshold-stuffe, Utensels, Implements, Necessaries, Goods, Chattels, and Things, as then there were remaining in and about the said Scite or Mannor-house of S. and the Houses, Yards, Gardens, Orchards and Ground of the same, or in or about any of them unto your Orator; or unto such other person or persons, as your Orator should in that behalf name or appoint, and to their Heirs, Executors, Administrators, or Assignes, by such sufficient and lawful Conveyance and assurance thereof, to be made with Warrant against all men, as your Orator or his Councel should advise. *And* also that for, and in, consideration of, *&c.* and, *&c.* more to be payd by your said Orator, to one W. T. of L. Merchant; He the said J. C. would procure the said W. T. so much as in him should lye to assign and transfer, not onely the present possession of the said Mannor, Lands, and Premisses, certain parcels thereof, which were formerly assigned to E. T. the relict of the said R. C. and now the Wife of B. T. Kt. her Dower and 3ds. in the said Mannor and Premisses, onely excepted; and all the Estate, Interest, Term, and Extent of the said W. in and to the Premisses, which he then held by vertue of

one Extent, upon a Statute wherein the ſaid J.C. ſtood bound unto the ſaid W.T. in, &c. but alſo another Statute wherein the ſaid J. C. ſtood bound to the ſaid W. T. in, &c. by ſuch Aſſurance and Conveyance thereof, *likewiſe*, as your Orator, or his Councel ſhould deviſe, and thereupon afterwards, in conſideration of the ſaid S. &c. which your Orator truly payd and ſatisfied to, and for the uſe of the ſaid J. C. he the ſaid J. C. at the ſeveral inſtance and requeſt, and the appointment of your ſaid Orator by one Indenture, or Deed indented, bearing date the 30th day of M. laſt, &c. did bargain, ſell, demiſe, grant, and to farm let, all the ſaid Manno., Scite, Meſſuages, Lands and Premiſſes unto W. G. of C. in the County of C. Eſq; M. H. of L. Eſq; and M. H. of G. in the County of M. Gent. their Executors, Adminiſtrators and Aſſigns for 21 years, Commencing from the Date of the ſaid Indenture, at and for the yearly Rent of 5 l. *And* by one other Indenture purporting a Bargain and Sale, bearing Date the 10th day of A. now likewiſe laſt paſt, and by other Aſſurance thereupon made and executed, or to be executed; for the Conſiderations aforeſaid, did give, grant, bargain and ſell, and convey all the ſaid Mannor, Land, and Premiſſes unto T. H. Eſq; H. G. Eſq; and W. G. Gent. and their Heirs for ever.

And by a Writing or Bill of Sale, dated the 2d day of this preſent moneth of M. &c. for the Conſiderations aforeſaid, he the ſaid J. C. did bargain and ſell all the Houſhold-ſtuff, Implements, Goods, Chattels, Neceſſaries, and things then remaining, and being in and about the ſaid Mannor-houſe, and in and about the Houſes, Yards, Gardens, Orchards of the ſame, or in any of them to your Orator himſelf, his Executors and Aſſigns, to his and their own proper uſe, & behoof for ever. *And* your Orator, *further ſheweth*, That in conſideration of, *&c.* which your Orator alſo payd to the ſaid W. T. the elder, He the ſaid W. T. by the procurement of the ſaid J. C. did by one Indenture or Deed indented, dated the ſaid 1ſt day of A. *&c.* aſſigne & ſet over all the ſaid Mannor, Scite, Meſſuage Lands and Premiſſes, and all his Eſtate, Term and Extent, which he then had, or might have therein, by vertue of the ſaid Extent, upon the ſaid Statute of, *&c.* unto your Orator, his Executors, Adminiſtrators and Aſſignes. *And* by one other Indenture, dated the 2d day of the ſame Moneth of *A.* did not only Aſſigne and deliver the ſaid other Statute of, *&c.* unto your ſaid Orator H. F. but alſo did thereby likewiſe Authoriſe him your ſaid Orator, his Exeeutors, Adminiſtrators and Aſſignes, to ſue or procure any Suit, Extent, or Execution thereupon. And to have, take and receive the whole benefit and profit, and advantage thereof to his and their own uſe, without Accompt, as in, and by the ſaid ſeveral Indentures, and aſſurance aforeſaid, relation being thereunto had, and which your Orator is ready to produce, and ſhew forth to this Honourable Court, may more at large appear. At the time of which Bargain and Contract ſo made with the ſaid J.C. as aforeſaid, and during the time of the Treaty thereof, and at the ſeveral times of Sealing, and paſſing of the ſeveral Indentures, Deed, or Aſſurance aforeſaid, The ſaid J. C. did faithfully and confidently promiſe and proteſt, that all the ſaid Mannor-Lands, and Premiſes, were free and clear of, and from all manner of former and other Bargains, Grants, Charges, and Incumbrances whatſoever, other than the Dower and

Thirds of the ſaid E.T. and the ſaid ſeveral Statutes and Extent aforeſaid, and other then ſuch other Service, Annuities, Rents and Leaſes in the ſeveral Indentures or Conveyance made by the ſaid J. C. as aforeſaid, were and are accepted, by meanes and occaſion whereof, your Orator much relying and depending upon the faithful Promiſes and Proteſtations of the ſaid J. C. concerning the Premiſes as is aforeſaid, was drawn on, and incouraged to bargain, and deal for the ſaid Mannor-Lands and Premiſes. And to give and pay the greater price for the purchaſe of the ſame. *But now*, ſo it is, may it pleaſe your good Lordſhips, That ſince the payment of your Orators money for the purchaſe of the Premiſes, as is aforeſaid, your Orator is credibly informed, and ſo it is given out in Speeches by divers, that the ſaid Mannor-Lands and Premiſes, or ſome part thereof, are diverſly incumbred and charged, or chargeable with divers ſecret Conveyances, Leaſes, Annuities, Rent, Charges, Judgments, and Incumbrances, other than, and beſides, ſuch Dower, Statutes, Extents, Annuities, Rents, Service, Leaſes, and Incumbrance, as are executed in the ſeveral Deeds and Aſſurances made by the ſaid J.C. to the ſaid W.G. M.H. and M. H. and to the ſaid T. H. H. H. and W. G. as is aforeſaid, whereby your ſaid Orator, and his ſaid friend, which in that behalf he hath named and appointed, as is aforeſaid, are likely to be deprived, defeated, and hindred of, and from the quiet enjoying of the ſaid Mannor-Land and Premiſes, and the whole benefit thereof, contrary to the intent of your ſaid Orators bargain with the ſaid J.C. againſt all right, equity, and good Conſcience, unleſs ſome relief be given to your Orator by this Honourable Court in the Premiſes. In tender Conſideration *whereof*, and to the intent, that he the ſaid J. C. may anſwer to the truth of the Premiſes, and ſet forth upon his Corporal Oath, what ſecret, or other Conveyances, Eſtates, Leaſes, Annuities, Rents, Charges, Judgments, Statutes, or other Incumbrances he hath made, contrived, paſſed, acknowledged, ſuffered, or executed. *And* alſo what other Leaſes, Eſtates, Annuities, Judgments, Recognizances, or Incumbrances, whatſoever he knoweth, or hath heard of, or is privy to, or acquainted withall, whereby, or by meanes whereof, the ſaid Mannor, Scite, Meſſuages, Lands and Premiſes, or any of them, or any part thereof is, ſhall, or may be charged, or chargeable, or incumbred. It may pleaſe your good Lordſhip, to grant unto your ſaid Orator, the Kings Majeſties Writ of *Subpœna*, to be directed to the ſaid J.C. at a certain day, and under a certain pain thereof, to be limited to be, and perſonally to appear, before your good Lordſhip, in his Majeſties high Court of Chancery, then and there to anſwer the Premiſſes, &c. *May.* &c.

A Bill in Exchequer for Tythes.

To the Right Honourable &c.

HUmbly complaining, *Sheweth* unto your Lordſhips, your Lordſhips Orator T. H. Vicar of the Pariſh of C. in the County of S. and Dioceſs

and Accomptant to her ſaid Majeſty, for, and under the yearly Rent, or tenth of 27 s. 8 d. iſſuing, and payable out of the ſaid Vicaridge. As by the Records of this honourable Court, it doth and may appear, That *whereas* your Orator, in or about the moneth of F. in the year of our Lord 1660. was lawfully Inſtituted and Inducted into the ſaid Vicaridge of C. *And* your Orator *further ſheweth* unto your Lordſhips, that ſince the time of the ſaid inſtitution to the ſaid Vicaridge, your Orator hath carefully and honeſtly officiated and performed, and ſtill doth officiate and perform the Cure therein; reading, and preaching the Word of God, and inſtructing the people of the ſaid Pariſh therein, according to the duty of this place, as Vicar of the ſaid Pariſh; and according to the Laws of the Church of *England*, and the neceſſity of the Pariſhioners for their Souls health. *And* your Orator in regard thereof, and by vertue of the ſaid Inſtitution and Induction, became juſtly, rightfully, and lawfully intituled unto, and ought to have and receive, for and towards his maintenance and Livelihood, all the ſmall and leſſer Tythes of Wooll, Calf, Lamb, Cheeſe, Milk, Piggs, Geeſe, Eggs, Hemp, Flax, Hop, Hemp, Wax, Fruit, and all other ſmall Tithes, Offerings and Duties whatſoever ariſing, renewing, and growing within the ſaid Pariſh, as belonging to the ſaid Vicaridge; and as the former Vicars of the ſaid Pariſh-Church, have heretofore, and time out of mind of man, been anſwered and payd the ſame. *And* your Orator *further ſheweth* unto your Lordſhips, that E. R. and R. M. combining and confederating amongſt themſelves; together, with divers other perſons as yet unknown unto your Orator, whoſe names your Orator prayeth may be inſerted, and they made parties to this Bill, when they ſhall be diſcovered to defeat your Orator of his ſaid juſt Tithes, Profits and Duties, do deny and refuſe to yield, or pay any Tithes, Mortuaries, Duties or Oblations at all, or to give your Orator any recompence for the ſame, from the Feaſt of the Annunciation of our bleſſed Lady the Virgin, in the year of our Lord God 1660. untill this preſent time. *And* namely, the ſaid E. R. hath kept within the ſaid Pariſh, during the ſaid years, divers Milk-Cows which have had Calves, the Tythes thereof being worth 13 s. 4 d. by the year, divers dry and barren Beaſts that have been depaſtured within the ſaid Pariſh, the Tythes whereof being worth 6 s. 8 d. by the year; divers Ewes which have had Lambs, the Tythes whereof being worth 15 s. by the year; divers other Sheep that were depaſtured within the ſaid Pariſh, the Tyth-wooll whereof, being worth 10 s. by the year. Sows which have had Pigs, the Tyth whereof being worth 6 s. by the year, divers Geeſe, the Tithes whereof was worth 2 s. 6 d. by the year. And have had Apples, Peares, and other Fruit, the Tyth whereof worth 13 s. 4 d. by the year. And have had Hops growing the ſeveral years aforeſaid, the Tyth whereof worth 4 s. by the year, and have had and taken the whole profit of an eight of Oſiers, the Tyth whereof worth 6 s. by the year, and divers Stocks of Bees, the Tythe of Wax and Hony thereof coming, worth by the year 3 s. 4 d. And Eggs, the Tyth whereof 2 s. 6 d. by the year. And likewiſe hath withheld and not payd, the oblations due for himſelf and Family at *Eaſter* in every year, 2 s. *And* the ſaid R. M. hath alſo kept within the ſaid Pariſh, in the ſaid years laſt paſt, and this preſent year, divers Milk Cowes which have had

had Calves whereof the Tythe was worth 6 ſh. 8 d. by the year. And divers Ewes which have had Lambs, the Tythe whereof was worth 6 ſh. 8 d. by the year. And divers Sowes which have had Piggs, the Tythe whereof was worth 2 ſh. 6 d. by the year. And divers Geeſe, the Tythe whereof was worth 2 ſh. by the year. And had Apples, Pears, and other Fruit, the Tythe whereof was worth 8 ſh. by the year. And divers Stocks of Bees, the Wax and Honey thereof coming, the Tythe whereof was worth 3 ſh. 4 d. by the year. And Eggs whereof the Tythes were worth 2 ſh. by the year. And alſo have had Wooll coming of diverſe Sheep depaſtured within the ſaid Pariſh, the Tythe whereof was worth 10. ſh. by the year. And have had Hopps which grew within that ſaid Pariſh the Tythe whereof was worth 2 ſh. 6 d. by the year.

And your Orator *further ſheweth* unto your Lordſhips, that one *J. W.* about the month of *A.* in the year of our Lord 1660. within the ſaid pariſh dyed and ſhortly after was buried at *C.* aforeſaid. And the ſaid *R. M.* was his Executor, and poſſeſt himſelf of the goods and Chattels of the ſaid *J. W.* And at the time of the death of the ſaid *J. W.* there happened to be due to your Orator the ſumme of 10 ſh. for a Mortuary, which hath time out of mind of man been accuſtomed to be paid to the Vicars of the ſaid pariſh for the time being, by the Heirs, Executors, Adminiſtrators of all the Owners of the Meſſuages, the ſaid *J. W.* died ſeiſed poſſeſſed at the time of the death of ſuch Owner.

And your Orator *further ſheweth* unto your good Lordſhips, that beſides the former dues by them the ſaid *E. R.* and *R. M.* and the ſaid other perſons not yet diſcovered Confederates, ſeverally detained and withheld from your ſaid Orator in the ſeverall and reſpective years above ſaid, which they refuſe to pay, or diſcover, or to make any recompence, or ſatisfaction for the ſame unto your Orator, although your Orator hath often in gentle manner requeſted them ſo to do: all which their denyalls and refuſalls to give your Orator Satisfaction for the ſaid Tythes are contrary to all Right, Equity, and good Conſcience, and of dangerous Example to the reſt of the Pariſhioners, for not payment of their ſaid Tythes unto your ſaid Orator, whereby your ſaid Orator is like to be deprived of his ſaid maintenance and livelyhood, and utterly diſenabled to ſatisfie and pay the ſaid yearly Tenth due to his Majeſty.

In tender Conſideration *whereof*, and for that Tythes are the Endowment, and inheritance of the Church, which in all Ages have been favoured and protected, being the Advancement of Learning, and the rewards of good painfull men in that profeſſion, the want whereof will Introduce into the Church Idleneſſe and Ignorance, to the diſhonour of God and the decay of Learning and Religion, which by the Confederates aforeſaid is endeavored: for the prevention therefore of ſo great a Miſcheife, and for that it is moſt agreeable to Common Equity, that thoſe that labour in the Miniſtry for the Spiritual good of Souls, ſhould live and be maintained out of the temporall means and Eſtate of ſuch their Pariſhioners, and not to be put to labour with their hands, or forced to ſue for means to live, which would be ſcandalous to the

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Office of the Miniſtry and Derogatory to the Honour of the Church, and the Lawes of this Nation made for the Proviſion of ſuch perſons. *And* for the prevention of the multiplicity of Suits which otherwiſe would neceſſarily be occaſioned, if your Orator ſhould bring ſeverall actions for every particular of the ſaid Tythes; *And* for that your Orator doth not know nor can ſet forth all the particular Tythes and Duties ſo withholden from him in the ſaid precedent years: To the intent therefore, that the ſaid *E. R.* and *R. M.* and the ſaid unknown perſons Confederates when they ſhall be diſcovered, may upon their Corporall Oathes reſpectively ſet forth what number of Cowes, and Calves, barren and dry Cattell, Sheep, Lambs, Sowes, Piggs, Geeſe, and Poultry; And what quantity of Apples, Pears, and other Fruit; And alſo what quantity of Hopps, Oſiers, Wooll, and other Tythable things, and duties within the ſaid Pariſh, they and every of them reſpectively have had in the ſaid years before mentioned, that your Orator may receive ſatisfaction for the ſame. *And* that the ſaid Confedrates may likewiſe pay their future Tythes growing due within the ſaid Pariſh unto your Orator, for the Cattel, Fruit, Poultry, Profits, and other Tytheable things which they ſhall have and poſſeſſe, whereby your Orator may be the better enabled to maintain himſelf and his family, and to ſatisfie and pay the ſaid yearly Rent, and Tenth, unto the Kings Majeſtie.

And, that your Orator may be relieved in all and every the Premiſſes according to Equity, and Juſtice; May it therefore pleaſe your Lordſhips, the Premiſſes conſidered, to grant unto your Orator a Writ or Writs of *Subpœna*, under the Seale of this Honourable Court, to be directed to the ſaid *E. R.* and *R. M.* and the ſaid other unknown perſons as they ſhall be diſcovered; Commanding them, and every of them, at a certain day, and under a certain pain thereinto to be limited, to be perſonally and to appear before your Lordſhips, in the Honourable Court of *Exchequer*-Chamber at *Weſtminſter*, then and there to Anſwer, and ſet forth the truth, in and concerning all and every the Premiſſes, and ſhew cauſe, if they can, why they the ſaid *E. R.* and *R. M.* and the other Confederates reſpectively, ſhould not give unto your Orator recompence, and ſatisfaction for the ſaid ſeverall Tythes and Duties for the years formerly ſpecified. *And*, for the future as they ſhall arize and grow due unto your Orator within the ſaid Pariſh.

And further, to ſtand to, perform, and abide ſuch order, direction, and decree for your Orators reliefe in the Premiſſes, as to your Lordſhips ſhall ſeem moſt agreeable to Equity, and Right. *And*, your Orator ſhall dayly pray &c.

A Bill for Tythes in L.

To the Right Honourable, &c.

HUmbly complaining, *Sheweth* unto your Lordſhips, *M. M.* Widdow farmer of the Parſonage of the Pariſh Church of St. *B.* in *L.* That *whereas* by an Act of Parliament made in the 37th year of the Raign of the late King *H.* the 8th, it was enacted that ſuch End, Order, and Direction as ſhould be made decreed and concluded by *T.* then Arch-Biſhop of *C.* and by divers Lords and others in the ſame Act named, or by any 6. of them, concerning the payment of Tythes Oblations and other duties within the ſaid City of *L.* and Liberties of the ſame before the firſt day of *M.* then next enſuing and enrolled his Majeſties Honourable Court of Chancery, ſhould be and remain as an Act of Parliament. And ſhould bind as well all Cittizens and Inhabitants of the ſaid City and liberties for the time being, as the ſaid Parſons, and Vicars, and Curates and their ſucceſſors, according to the effect and intent of the ſaid Order and decree, ſo to be made and inrolled. And that every perſon denying to pay any of his or their Tythes, Oblations, or other Duties contrary to the ſaid decree ſo to be made, ſhall by the Commandment of the Major of *L.* for the time being, and in his default, and negligence, by the Lord Chancellor of *England* for his time being, be commi tted to priſon there to remain, till ſuch time as he or they have agreed with the Curate, or Curates for his or their ſaid Tythes Oblations & other duties as is aforeſaid. *And* whereas afterwards and before the firſt day of *M.* aforeſaid, there was an end and decree made and enrolled according to the form of the ſaid Statute, wherein and whereby it was Ordered, and Decreed, That the Cittizens and Inhabitants of the ſaid Citty of *L.* and the Liberties of the ſame for the time being ſhould yearly without Fraude, or Covin, for ever pay their Tythes to be Parſons, Vicars, and Curates of the ſaid Citty of *L.* and their ſucceſſors for the time being, after the Rate following (that is to ſay) for every 10 ſh. Rent by the year of all and every Houſe and Houſes, Shops, Ware-houſes, Celler and Stables, and every of them within the ſaid Citty and Liberty of the ſame, 1 ſh. 4 ob. and for every 20 ſh. Rent by the year 2 ſh. 9 d. and ſo above the Rent of 20 ſh. for the year, aſcending from 10 ſh. to 10 ſh. according to the rate aforeſaid.

And, That the ſaid Tythes ſhould be paid Quarterly at the Feaſt of *E.* the Nativity of St. *John B.* and at the Feaſt of St *Michael* the Arch-Angel, and the Nativity of our Lord God, by even portions; and if any variance, controverſie, ſtrife, did or ſhould from hence forth ariſe in the ſaid Citty for not payment of any Tythes, or if any variance, or doubt did or ſhould ariſe upon the true knowledge, or diviſion, or any Rent, or Tythes within the Liberties of the ſaid Citty, or any extent or Aſſeſſement thereof; or if any doubt did or ſhould ariſe upon any other thing within the ſaid Decree, that then

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upon complaint made by the party grieved, to the Maior of the ſaid City for the time being: the ſaid Maior, by the Advice of Councel, ſhould call the ſaid parties before him, and make a full end in the ſame, with coſts to be awarded, by the direction of the ſaid Maior and his Aſſiſtants, according to the intent and purport of the ſaid Decree; and if the ſaid Maior did make no end thereof within 2 moneths, after complaint to him made; or if any of the ſaid parties find themſelves grieved, That then the Lord Chancellor of *England*, for the time being, upon complaint to him made, within 3 moneths next following, ſhould make an end in the ſame, with ſuch coſts to be awarded, as ſhould be thought convenient, according to the ſaid Decree, as by the ſaid Act of Parliament and Decree, more at large appeareth.

And whereas your ſaid Oratrix, now is, and by the ſpace of 18 years laſt paſt, hath been Farmer of the ſaid Parſonage, of the ſaid Pariſh of St. *B.* aforeſaid, in the City of *L.* and the Liberties of the ſame; which Parſonage, ſhe hath held by all the time aforeſaid, and yet doth hold the ſame for term of her natural life, by virtue of one Leaſe, bearing date the 23 day of *M. Anno Dom.* 1661. made unto her for the term of her natural life, and the lives of *J. B.* &c. and the life of the longeſt liver of them, by and under the yearly Rent of 14 *l.* by the then Dean and Chapter of *W.* to whom the ſaid Parſonage was heretofore lawfully appropriated. *And* your Oratrix is alſo to pay and allow, by virtue of the ſaid Leaſe and Covenant therein contained 16 *l.* by the year to a Miniſter, to officiate and preach within the ſaid Pariſh, which he is to have in money; beſides all the benefit of Marriages, Burials, *Eaſter*-Books, and other Duties. *And* whereas *R. C.* of the ſaid Pariſh of St. *B.* aforeſaid, for many years laſt paſt, hath dwelt and inhabited, and yet doth dwell and inhabit in a fair ſpacious houſe within the ſaid Pariſh, by and under the yearly Rent of 12 *l.* reſerved and payable by all the time aforeſaid for the ſaid houſe; after which Rate, the Tythes of the ſaid houſe do amount and come to 33 *s.* by the year: And whereas the ſaid houſe had been formerly let at ſuch yearly Rent as that the ſaid Tythes for the ſaid houſe, after the rate of the ſaid Rent, according to the ſaid Act of Parliament, and Decree aforeſaid, was, and did amount and come to the ſum of 19 *s.* by the year.

And whereas the ſaid *R. C.* and other Farmers and Occupyers of the ſaid houſe, have for many years paid, for the Tythes of the ſaid houſe, the ſaid yearly Sum of 19 *s.* and no more: Thereupon, and in regard your ſaid Oratrix, and other Farmers of the ſaid Parſonage, for many years together, have accepted the Sum of 19 *s.* by the year, for the Tythes of the ſaid houſe; and your Oratrix was willing, and contented to accept the ſame. But the ſaid *R. C.* having combined and confederated himſelf, with divers others of the Pariſhioners and Inhabitants of the ſaid Pariſh; and he and they having agreed together, to maintain any Suit that ſhall be commenced by your Oratrix for the Tythes, at their common charges, the ſaid *R. C.* by ſuch Combination and Agreement, for theſe 6 years, and 3 quarters of a year laſt paſt, hath refuſed, and ſtill doth refuſe, to pay your Oratrix the ſaid 33 *s.* by the year, or the ſaid 19 *s.* by the year, or any Tythe at all for the ſaid houſe: Notwithſtanding your Oratrix hath offered, and been willing, and ſtill is willing to accept of the ſaid

19 *s.*

19 *s.* and the Arrearages thereof, for the Tythes of the ſaid houſe. *But* the ſaid *R. C.* refuſed to pay the ſaid Tythes, or any Tythes at all: And divers other Pariſhioners of the ſaid Pariſh, by the means and ſolicitation of the ſaid *R. C.* and by ſuch Combination aforeſaid, denying and refuſing alſo to pay their Tythes to your ſaid Oratrix; and the ſaid *R. C.* by ſuch means, and by concealing and denying what Rent he hath paid, or doth pay, for the ſaid houſe, which he doth ſometime affirm to be 12 *l.* by the year, ſometimes more, and ſometimes leſs, and ſometimes none at all: The ſaid *R. C.* doth intend thereby to deprive your Oratrix of all the Tythes due for the ſaid houſe; and your Oratrix is diſabled to pay her ſaid Yearly Rent of 14 *l.* and Annual maintenance, to the ſaid Miniſter or Curate; and to pay and diſcharge ſuch other Payments and Duties, as ſhe is chargeable to pay, for and by reaſon of the ſaid Parſonage, to the great wrong of your Oratrix, during her time, and to ſuch as have, or ſhall have the ſame, after her term ended: Your Oratrix thereupon, the 9th day of this moneth of *M.* now laſt paſt, according to the direction of the ſaid Order and Decree aforeſaid, did make her Complaint in Writing, unto the Right Honourable *R.* then and yet Lord Maior of the City of *L.* ſhewing thereby her Caſe, and did thereby deſire to be relieved againſt the ſaid *R. C.* for the ſaid Tythes, and for the Arrearages thereof, for the time it was ſo behind, and unpaid; which after 19 *s.* by the year, did amount in all to the ſum of 5 *l.* 18 *s.* which ſhe was willing, and yet is, to accept in ſatisfaction of all the Tythes then due and owing; although, according unto his true Rent, it did amount unto much more: And your ſaid Oratrix did procure the ſaid *R. C.* to be duly convented, and to appear before the ſaid Lord Maior. *And* your Oratrix, by her Council, did appear alſo: but the ſaid Lord Maior did make no end, within the time of 2 moneths to him limited for the ending thereof, according to the ſaid Statute and Decree, whereby your Oratrix is left without any Relief for the ſaid Tythes, or for her coſts of Suit. *And* the ſaid Parſonage and Inheritance thereof, thereby and by ſuch Combination as aforeſaid is like to be, and to become of no value, unleſs your Oratrix ſhall be relieved by your Lordſhips. In conſideration whereof, and to the end the ſaid *R. C.* may ſet forth and declare what Rent he hath paid for the ſaid time aforeſaid, and what Rent he doth pay for the ſame; and that the yearly Rent of the ſaid houſe may be known, and the Tythe which he ought to pay for the ſame; and that he may pay the ſame to your Oratrix, and the Arrearages thereof, and abide ſuch Order concerning the ſame, as your Lordſhip ſhall award, *Therefore*, and for that it is expreſly provided by the ſaid Decree, That if the ſaid Lord Maior, upon complaint to him made, make not an end in the ſaid cauſe, within 2 moneths; or if any party find himſelf agrieved, that then the Lord Chancellour of *England*, for the time being, Complaint to him made within 3 moneths next following, ſhould make and end in the ſame, with ſuch Coſts to be awarded, as ſhall be thought convenient, according to the Intent of the ſaid Decree: Wherefore, and for that your ſaid Orator hath no other means to be relieved, concerning the Premiſſes, but by Complaint to your Lordſhips; *Therefore*, your Oratrix doth moſt humbly complain to your Lordſhip concerning the Premiſſes. *And* doth moſt humbly deſire your Honour

to

to be pleased, to take hearing of the said Cause, and to give your Oratrix such relief and redress therein, as shall seem agreeable to Justice; and to that end, that it would please your Lordship to grant to your said Oratrix, a Writ of *Subpœna*, to be directed to the said *R. C.* Commanding him thereby to be, and appear before your Honour in the High-Court of *Chancery*, at some certain day, which by your Honour shall be thought fit; then and there to answer the Premisses, and to stand to, and abide such Order concerning the same, as to your Honours shall seem fit. *And* your Oratrix shall daily pray, *&c.*

Bonds with *Conditions.*

NOverint universi per præsentes, me A. B. *de* &c. *teneri & firmiter obligari*, C. D. *de* &c. *in* —— *libris legalis monetæ* Angliæ, *solvend. eidem* C. *aut suo certo Attornat. Execut. Administrat. vel Assign. suis. Ad quam quidem solutionem bene & fideliter faciend. Obligo me, Hæred. Execut. & Administrat. meos firmiter per præsentes. Sigillo meo sigillat. dat.* —— *die* —— *Anno Regni Dom. nostri* Caroli *Secundi, Dei Gratia* Angliæ, Scotiæ, Franciæ, & Hiberniæ *Regis, Fidei Defensoris, &c. decimo quinto, Anvoq; Dom.* 1633.

NOverint *universi per præsentes nos*, A. B. *de* &c. & C. D. *de* &c. *teneri & firmiter obligari*, E. F. *de* &c. *in* —— *libris legalis monetæ* Angliæ, *Solvend. eidem* E. *aut suo certo Attorn. Execut. Administrat. vel Assignat. suis. Ad quam quidem solutionem bene & fideliter faciend. Obligamus nos & utrumq; nostrum, per se, pro toto, & in solido Hæred. Execut. & Administrat. nostros & utriusq; nostrum firmiter per præsentes. Sigillis nostris sigillat. Dat. ut supra.*

NOverint *universi per præsentes nos*, A. B. *de &c.* C. D. *de &c.* & E. F. *de &c. teneri & firmiter Obligari*, G. H. *de &c. in* —— *libris legalis monetæ* Angliæ, *Solvend. eidem*, G. *aut suo certo Attorn. Execut. Administrat. vel Assignat. suis. Ad quam quidem solutionem bene & fideliter faciend. Obligamus nos & quemlibet nostrum per se, pro toto, & in solid. Hæred. Execut. & Administrat. nostros & cujuslibet nostrum firmiter per præsentes. Sigillis nostris sigillat. Dat.* &c.

NOverint *universi per præsentes me*, A. B. *de* &c. *teneri & firmiter Obligari*, C. D. *de* &c. & E. F. *de* &c. *in* —— *libris legalis monetæ* Angliæ, *Solvend. eisdem* C. & E. *aut suis certis Attorn. Execut. Administrat. vel Assignat. Ad quam quidem solutionem bene & fideliter faciend. Obligo me, Hæred. Execut. & Administrat. meos firmiter per præsentes. Sigillo meo sigillat. Dat.* &c.

Al

A Condition *for the payment of Money at ſeveral dayes.*

THe Condition of this Obligation is ſuch, That if the above bound *D. T.* his Heirs, Executors, Adminiſtrators, or any of them, ſhall well and truly pay or cauſe to be paid unto the above named *J. S.* his Executors, Adminiſtrators, or Aſſigns, at or in the now Manſion-houſe of the ſaid *J. S.* in *B.* aforeſaid, the Sum of 20 l. of &c. in manner and form following; *viz.* upon the Feaſt day of St. *M.* next enſuing the date hereof 50 s. and upon the Feaſt day of *N.* next enſuing other 50 s: and upon the Feaſt day of *A.* next enſuing, other 50 s: and upon the Feaſt day of S. *J.* then next enſuing, other 50 s: And ſo from thenceforth upon every of the Feaſts aforeſaid then next and conſequently following, the like Sum of 50 s. untill the aboveſaid ſum of 20 l. ſhall be fully paid; *That then, &c.*

A Condition upon a Counter-Bond.

THe Condition, &c. That if the above bound *T. M.* his Heirs, Executors, Adminiſtrators, or any of them, ſhall from time to time for ever hereafter, acquit, diſcharge, ſave, defend and keep harmleſs the above-named *F. G.* his Heirs, Executors, Adminiſtrators, and every of them, againſt *T. P.* of &c. his Executors, Adminiſtrators, of, for, and upon, touching and concerning one Writing Obligatory bearing date the day of the date of theſe preſents, wherein the ſaid *F. G.* together with the ſaid *T. M.* and for the proper and only debt of the ſaid *T. M.* ſtand joyntly and ſeverally bound unto the ſaid *T. P.* in the penalty of 100 l. with Condition under-written for the payment of 53 l. of &c. upon the 19th of *J.* which ſhall be in the year 1659. at or in the now Manſion-houſe of the ſaid *T. P.* in *R.* aforeſaid; [As by the ſaid Obligation and Condition thereof more at large appeareth,] *And further*, If the ſaid *T. M.* his Heirs, Executors, Adminiſtrators, or ſome of them, ſhall deliver or cauſe to be delivered out unto the ſaid *F. G.* his Heirs, Executors, and Adminiſtrators, the ſaid Obligation cancelled or to be cancelled, or elſe ſome other ſufficient Diſcharge in Law for the ſame, at or before the 19th of *O.* next enſuing after the aforeſaid 19. of *J. That then*, &c.

A Condition *to perform Covenants.*

THe Condition, &c. That if the above bounden *A. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do and ſhall well and truly obſerve, perform, fulfill, pay, accompliſh, and keep all and every the Covenants, Grants, Articles, Clauſes, Payments, Conditions and Agreements whatſoever mentioned and compriſed in One pair of Indentures bearing date with theſe preſents, and made or mentioned to be made between the above named *A.* of the one part, And the above bounden *A. B.* of the other part, which on the part and behalf of the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, are or ought to be obſerved, performed, fulfilled, paid, accompliſhed,

accompliſhed, and kept according to the true intent and meaning of the ſaid Indentures: *That then*, &c.

Not to Releaſe a Statute.

The Condition, &c. That if the above bounden *C.A.* his Executors, or Adminiſtrators, or any of them, without the ſpecial Conſent and Agreement of the above named *D.E.* his Executors or Adminiſtrators ſignified and declared under his or their hand or hands, do not or ſhall not at any time or times hereafter relinquiſh, diſcharge, or any wayes make fruſtrate and void, One Recognizance in the nature of a Statute-Merchant, knowledged by *R.B.* of *H.* in the County of *L.* Eſq; unto the above named *C.A.* in the Sum of 1000 l. taken and knowledged at *P.* in the ſaid County of *L.* the 10th day, &c. before *R.W.* Gent. then Mayor of the ſaid Town of *P*, and *A.W.* then Clerk of the ſaid Town, authorized to take knowledg of ſuch Recognizances or Statutes: *That then*, &c.

Not to Revoke a Grant made by the Obligor by Letter of Attorney.

The Condition, &c. That *whereas* the above bounden *R.B.* by his Deed bearing date with theſe preſents, Hath granted unto the above named *C.D.* the ſeveral Offices of Bayliwick and Receivorſhip of all the Rents, Iſſues, Profits, and Commodities iſſuing and coming out of or from all and ſingular the Lands, Tenements, Rectories, Tythes, Liberties, and other Hereditaments, which the ſaid *R.* now hath and holdeth for the Term of divers years yet to come and unexpired, of the Demiſe, Leaſe, or Grant of *P.S. To have and to hold* the ſame ſeveral Offices unto the ſaid *C.D.* or his lawful and ſufficient Deputy, from the day of the date of the ſaid Deed, for and during the reſt and reſidue of the ſaid Term of years granted by the ſaid Leaſe which are yet to come and unexpired, if the ſaid *R.* ſo long ſhould live, as by the ſaid Deed more at large appeareth. *If therefore* he the ſaid *R.B.* do not or ſhall not at any time hereafter revoke or diſannul the ſaid Deed, nor the power and authority thereby given and granted to the ſaid *C.D.* But do & ſhall from time to time & at all times, during the term aforeſaid, in manner and form aforeſaid, avow and juſtifie all and every lawful act and thing whatſoever which he the ſaid *C.D.* or any other perſon or perſons by his command, direction, or appointment, ſhall do or cauſe to be done in or about the rule, order, and government of the ſaid Meſſuage, Lands, Tenements, Tythes, and other the Premiſſes, and of every part and parcel thereof; As alſo for, in, and about, the receipt, collecting, and gathering of the Rents, Revenues, & Profits thereof, or of any part thereof. *And* if alſo the ſaid *R.B.* do and ſhall from time to time and at all times hereafter during the Continuance of the ſaid Leaſe to him made as aforeſaid, permit and ſuffer the ſaid *C.D.* peaceably and quietly to collect, gather and receive all the Rents, Revenues, Iſſues and Profits of the Premiſſes, and of every part thereof, and the ſame to retain and keep in his own hands, and to his own proper uſe and behoof, with-

out any accompt, recompence, or other satisfaction to be given thereof, or therefore to be answered, made, or demanded for the same. *And further*, If neither the said *R.B.* nor any other person or persons by his commandment, means, or procurement, do or shall at any time or times hereafter intermeddle with or by any means have to do in or with the having rule, use, or occupation of the said Messuages, Lands, Tenements, and Premisses, or any part or parcell thereof, or in or with the receipt having or taking of the Rents, Revenues, or other profits thereof (except the same be done by and with the consent and agreement of the said *C. D.* under his hand first had and obtained): *That then, &c.*

To prosecute upon a Replevin.

The Condition &c. That if the above bounden *A. B.* at the next County-Court to be holden at *S.* do without delay implead, sue, and bring an Action or Plaint of *Replegiare* in the said County-Court against *C. D.* for the taking and wrongfully detaining of one Horse and 2. Kine of the Goods and Chattels of the above bounden *A.B.* as he affirmeth; And upon commencement of the said Action and Plaint, do with all diligence not only prosecute and pursue the said Action against the said *C. D.* but also make lawful return of the said Cattel, if return thereof be adjudged and awarded, So that the above-named Sheriff sustain no loss or damage thereby: *That then, &c.*

Of a Bond *taken by the Sheriff upon a* Supersedeas *of an Outlawry.*

The Condition of this Obligation is such, That if the above bounden *A.B.* nor any other for him or in his name shall from henceforth eloyne any Goods, Chattel or Chattels of the said *A*, of which he was possessed as of his own proper Goods and Chattels on Monday next after the Feast of *St. F.* in the 10th year of the Raign of our Soveraign Lord the King; Or at any time since; upon which day, the said *A.* was Outlawed in *L.* at the Suit of *C. D.* in a Plea of Debt: But that he will answer to the said King the said Goods, Chattel and Chattels, or the price of them, untill a Plea upon a Writ of error pending before the Justices of the said King of the Common Bench at *Westminster*, yet undecided, be fully determined: *That then* this present Obligation, &c.

For the good Behaviour.

The Condition, &c. That if the within bounden *A.B.* do at all times hereafter both in word and deed, use, bear, and behave himself well, honestly, and quietly towards all his Majesties Liege people, and especially towards *C.D.* so as by any act, speech, or thing that by the said *A. B.* shall be committed, done, reported, or spoken, the said *C.D.* be not at any time hereafter

ſter either in his body or Goods, moleſted, vexed, or troubled, neither his good name or fame impeached, ſlandered, or taken away: *That then*, &c.

Not to ſue for Lands or Goods.

THe *Condition* of this Obligation, &c. That if neither the above bounden *A.B.* his Heirs, Executors, or Aſſigns, nor any of them, nor any other perſon or perſons clayming by, from, or under them or any of them, or by their or any of their means, procurement, or aſſent, do at any time hereafter after the death of *G. H.* of &c. Eſq; Father of the ſaid *E.* implead, ſue, diſturb, trouble, moleſt, or impeach *S. L.* daughter of *W. G.* deceaſed, Wife of the ſaid *T. L.* and Mother of the ſaid *E.* of or for any Eſtate, Right, Title, Intereſt, or demand of, in, or to any of the Meſſuages, Lands, Tenements, Hereditaments, Goods or Chattels of the ſaid *B.* by reaſon or colour of the Intermarriage between him the ſaid *T. L.* and the ſaid *S. L*; nor ſhall or do in any wiſe attempt to avoid or impeach the marriage between her the ſaid *S.* and the ſaid *T. L.* or the decree heretofore had and pronounced between the ſaid *T. L.* and *E.* daughter of *W. G.* deceaſed: *That then*, &c.

Not to claym a Childs Part.

THe *Condition*, &c. That *whereas* the above named *A. W.* Wid. Mother of the within bounden *C. D.* *Hath* the day of the date within written, given, paid, and delivered unto the ſaid *C. D.* in full payment and ſatisfaction of his Childs Part and Portion of all and ſingular the Goods and Chattels of her the ſaid *A. W.* the Sum of 50 l. *If therefore* the ſaid *C. D.* do not at any time or times hereafter during his natural life, claym, challenge, require, pretend to, or demand to have, any Childs Part or Portion, Right, Title, Intereſt or Property, of, in, or to any the Goods or Chattels of her the ſaid *A. W.* neither do or will entermeddle with any matter, action or thing whatſoever concerning the ſame: But do hold himſelf ſatisfied and contented with the ſaid Sum of 50 l. in full allowance, diſcharge, and ſatisfaction of all ſuch right of Childs part and portion of all Legacies, duties, and demands whatſoever, which ſhould, ſhall, may, or might be due or belonging to him the ſaid *C. D.* after the death of the ſaid *A.* or otherwiſe: *That then*, &c.

For yielding up a Poſſeſſion.

THe *Condition* is ſuch, That if the within [or above] bounden *A. B.* his Executors, or Adminiſtrators before the Feaſt of St. *M.* next coming after the date hereof, Do peaceably and quietly Yield, Surrender, and deliver up unto the within named *C. D.* his Executors, Adminiſtrators, or Aſſigns, the quiet poſſeſſion of the Meſſuage or Tenement, with the Appurtenances, wherein the ſaid *A. B.* now liveth, ſcituate, lying, and being in *M.* in the County of *S.* without fraud or further delay: *That then*, &c.

That the Father shall not sell his Land from his Eldest Son.

THe *Condition*, &c. That if the above bounden *A.B.* do not at any time or times hereafter alien, sell, give, grant, or otherwise incumber any of the Lands, Tenements, or Hereditaments, whereof the said *A. B.* the day of the date hereof, or any other person or persons to his use, standeth or stand seised in possession or Reversion of any Estate of Inheritance within the County of *S.* and *H.* or either of them, or elsewhere within the Realm of *England*. But do suffer all and singular his Lands, Tenements, and Hereditaments, and every of them lineally to discend and come unto *R.B.* Son and heir apparant of the said *A. B.* according to the Course of the Common Laws of this Realm, without any manner of Alienation, or other Charges or Incumbrances whatsoever to be had, made, done, or suffered by the said *A.B.* or any other person or persons by his means, privity, consent, or procurement: *That then*, &c.

For the Truth of an hired Servant.

THe *Condition* &c. That *whereas* the within bounden *A.B.* is become the hired Servant of the within named *C. D.* and hath Covenanted to serve the said *C.D.* as his hired Servant, from the day of the date within written, for a certain time between them agreed. *If therefore* the said *A. B.* at all and every time and times hereafter, during all such time as the said *A.B.* shall continue and be the Servant of the said *C. D.* or ought to serve the said *C.D.* *Do* well, faithfully, truly, and diligently serve the said *C. D.* as well within the Realm of *England*, as elsewhere within his Majesties Dominions, in all and every the lawful affairs and business of the said *C.D.* whatsoever; So as the said *C.D.* be not hurt, harmed, or damnified by or through the untruth or negligence of the said *A. B.* And also if the said *A.B.* do well and truly make and deliver, or cause to be made and delivered to the said *C. D.* his Executors or Administrators, a true, plain, and perfect accompt and reckoning, with true payment and delivery of all and singular such Money, Goods, and Wares, as shall from time to time come to the hands and possession of him the said *A. B.* during the said Term and time: *That then*, &c.

To deliver Possession to a Woman.

THe *Condition*, &c. That if the above bounden *R. L.* his Heirs, Executors or Assigns, or some or one of them, shall and do in and upon the Feast of *P.* which shall be in the year of our Lord God, &c. well, peaceably, and quietly yield up and deliver unto the above-named *G. L.* the full, quiet, and peaceable possession of one Capital Messuage or Tenement, with the Appurtenances commonly called or known by the name of *N.* scituate lying and being in *L.* in the County of *W.* and of all other the Houses, Edifices, Buildings, Lands, Tenements, and Hereditaments whatsoever to the same Capital Messuage belonging or any wise appertaining, without fraud, Covin or delay; And

do

do alſo permit and ſuffer the ſaid *G.* and her Aſſigns, at all times from and after the ſaid Feaſt of *P.* quietly and peaceably To have, hold, uſe, occupy, and enjoy the ſaid Meſſuage, Lands, and Premiſſes, without any lett, trouble, vexation, or diſturbance of him the ſaid *R.L.* his Executors or Adminiſtrators, or of any other perſons lawfully having or clayming to have any right, title, or intereſt of, in, and to, the ſaid Premiſſes, or any part thereof, by, from, or under, him, the ſaid *R.* his Heirs, &c. *That then*, &c.

For delivery of Wheat.

THe *Condition* of this Obligation is ſuch, That if the within bounden *A.B* his Executors, &c. or any of them do deliver or cauſe to be delivered to the within named *C.D.* his Executors, &c. 20 Quarters of good ſufficient ſweet and Merchantable Wheat at the now dwelling houſe of the ſaid *C. D.* ſcituate, &c. in manner and form following; *That is to ſay*, 5. Quarters thereof at or before the day of, &c. *That then*, &c.

For delivery of Mault.

THe *Condition*, &c. That if the within bounden *A.B.* his Executors, &c. do deliver &c. 14 Quarters of Straw-dryed well fired Mault good, ſweet and Merchantable, in manner and form following, &c. *That then*, &c.

For Delivery of Hopps.

THe *Condition*, &c. That if th'above bounden *A. B.* &c. do deliver 200 Weight of well coloured well picked and Merchantable Hopps, at or in, &c. in or upon, &c. *That then*, &c.

That if the Conuſors of a Fine being within age ſhall reverſe the Fine, then to repay the Marriage Money.

THe *Condition*, &c. That if *A. B.* of *W.* Gent. now Ward to the Kings Majeſtie his Committee or Committees; and *S. A.* one of the daughters of the ſaid *W. A*, nor the ſaid *A.B.* her ſurviving, ſhall not from and after the Intermarriage of the ſaid *A.B.* and *S. A.* during the joynt Lives of the ſaid *A.* and *S.* nor during the life of the ſaid *A.* her ſurviving, willingly or wittingly attempt or do any overt-act or acts of Record, whereby or by means whereof, any Fine or Fines heretofore knowledged, or hereafter to be knowledged or levied by the ſaid *A.B.* and *S.* of all or any the Lands, Tenements, or Hereditaments in any ſort, in Poſſeſſion, Reverſion, or Remainder, appertaining to the ſaid *S*, ſhall be hereafter reverſed for or in reſpect of the minority of them the ſaid *A.* and *S.* or either of them, without the conſent of the ſaid *W. A.* his Heirs or Aſſigns. *And furthermore*, If it ſhall happen the ſaid *A.* to deceaſe during the minority of the ſaid *S*; and that afterwards the ſaid *S.* during her

minority ſhall wittingly or willingly attempt to do any Overt-act of Record, whereby or by means whereof any the ſaid Fine or Fines ſo to be levied by the ſaid *A.* and *S.* ſhall be reverſed by any Suit or Action to be attempted and proſecuted without the conſent of the ſaid *W.A.* by the ſaid *S.* in regard only of the minority of the ſaid *S.* at the time of the levying of the ſaid Fine or Fines: *Then* if *M.B.* of *W.* Wid. Mother of the ſaid *A.B.* her Executors or Aſſigns, ſhall and do well and truly without fraud or Covin within the ſpace of 6. moneths next enſuing after the Reverſal of the ſaid Fine or Fines, and notice or knowledg of the ſaid Reverſal had or given to the ſaid *M.* her Executors or Aſſigns, by the ſaid *W.A.* his Executors or Aſſigns, ſatisfie, content, and repay unto the ſaid *W.A.* his Executors or Aſſigns, all and every ſum and ſums of money as he the ſaid *W.A.* his Executors or Aſſigns ſhall have, before ſuch reverſal, ſatisfied or paid to the ſaid *M.* for or in reſpect of the ſaid Marriage; Or for or by reaſon of any Articles, Clauſe, or Agreement had made or compriſed in certain Articles of Agreement which were had or made and concluded between the ſaid *W.A.* of the one part, and the ſaid *M.B.* of the other part, by the mediation, &c. bearing date, &c. *That then*, &c.

That one ſhall accompt for and pay the Proceed of Money lent to trade with.

THe *Condition*, &c. *That whereas* the within named *A.B.* hath before this time, *that is to ſay*, on the 20th day of *M.* laſt paſt, lent and delivered unto *C.D.* the Sum of 500 l. to enable him to trade in ſuch way as ſhall ſeem beſt unto him, and as may conduce moſt to his profit, benefit, & advantage. *Now* therefore if the ſaid *C.D.* his Executors or Adminiſtrators, ſhall at the end of every 6. months well and truly without fraud or Covin make a true and juſt accompt unto the within named *A.B.* of all the profit and proceed which he the ſaid *C.D.* hath within the ſaid 6. months (the firſt 6. moneths beginning at the date within written) by the uſe and imployment of the ſaid 500 l. And if the ſaid *C.D.* do and ſhall alſo well and truly pay or cauſe to be paid unto the within named *A.B.* the moyety or one half of ſuch profit or proceed: *That then* this &c.

Not to Releaſe a Letter of Attorney.

THe *Condition*, &c. That if the within bounden *A.B.* his Executors and Adminiſtrators, and every of them, do at all times hereafter maintain, allow, avow, and juſtifie all and every Action, Suit, lawfull act and acts, which the within named *C. D.* his Executors or Adminiſtrators ſhall commence againſt *E.F.* &c. of &c. by vertue of a Letter of Attorney made by the ſaid *A.B.* to the ſaid *C.D.* *And further*, If the ſaid *A.B.* have not releaſed or diſcharged, nor at any time hereafter ſhall and do diſcharge the ſaid *E.F.* his Heirs, Executors, nor Adminiſtrators of or for the payment of the money in the ſaid Letter of Attorney ſpecified or any part thereof, without the conſent of the ſaid *C.D.* *That then*, &c.

The

That a man ſhall leave to his Wife, at his Death ſo much Goods.

THE *Condition*, &c. That if the within bounden *A. B.* do at, or before, the day and time of his deceaſe out of this tranſitory life, give, grant, convey, and aſſure unto *E.* now the Wife of the ſaid *A.* and Siſter to the within named *C. D.* ſuch and ſo much ready Money, Plate, Moveables, Goods, and Chattels, or other ſubſtance, as ſhall amount to the value of 100 *l. To the* onely uſe and behoof of the ſaid *E.* his Executors and Aſſigns, for ever, freely for her or them to be diſpoſed of; *That then*, &c.

Conditions; *Not to impeach an Extent.*

THE *Condition* of this Obligation is ſuch, That *whereas* by vertue of an Extent upon a Statute of 1000 l. heretofore acknowledged by *A. B.* Eſq; unto one *C. D.* the Intereſt whereof is now aſſigned and granted to the within named *M. H.* he the ſaid *M. H.* ſtandeth poſſeſſed amongſt other Lands and Tenements, of and in the Mannor or Chantry, and diſſolved Colledge of *S.* with the Appurtenances in the County of *N.* and of divers Lands, Tenements, and Hereditaments, to the ſaid Mannor or Chantry, and diſſolved Colledge, belonging or appertaining. *And whereas*, the ſaid *M. H.* by his Indenture of Leaſe, bearing date *&c.* for the conſideration therein expreſſed, hath demiſed and granted to the within bounden *R. S.* and one *H. L.* the ſaid Mannor or Chantry, and diſſolved Colledge of *S.* and the Premiſſes thereunto belonging, for the Term of &c. from the Feaſt-day of St. *M.* laſt paſt, if the ſaid Extent ſhould ſo long continue in force, at and under the yearly Rent of 1000 *l.* as in and by the ſaid Indenture, to which Relation being had, further may appear. *If therefore*, at any time or times hereafter, during the term or time mentioned, limited or contained in, and by the ſame Indenture of Leaſe: Neither the ſaid *R. S.* his Executors, &c. do nor, or ſhall not do, make, or cauſe to be done, or conſented unto; or wittingly and willingly ſuffer to be done, any act or thing, whereby the Intereſt, Poſſeſſion, or benefit, of or by the ſaid Extent, Statute, or Execution thereupon, had or to be had, ſhall or may be overthrown, extinguiſhed, defeated, determined, evicted, or impeached. *That then*, &c.

To deliver Writings, upon payment of a Sum of Money.

THE *Condition* of this Obligation is ſuch, That *whereas* the above-named *H. B.* by his Indenture, dated with theſe preſents, made between the ſaid *H.* of the one part; and the above-bounden *W. K.* of the other part; *Hath* given and granted to the ſaid *W. K.* one Meſſuage or Tenement, and Garden thereunto adjoyning, having been heretofore two Meſſuages, and two Gardens, with the Appurtenances, ſcituate and being in the Town of *S.* aboveſaid,

in a Street there called *D.* and one Orchard thereunto adjoyning: All which of late were in the Tenure or Occupation of *E. H.* together with all Tenements, Back-sides, Houses, Buildings, and other Hereditaments whatsoever, with their Appurtenances, unto the same Messuage, Garden, and Orchard, and every of them belonging, used, or occupyed: And also, all Charters, Deeds, and Evidences, concerning the same. *To have and to hold* to the said *W.K.* and his Heirs, to the use of the said *W.* his Heirs and Assigns, for ever; with a certain *Proviso* or *Condition* therein contained: That if the said *H. B.* his Heirs, Executors, or Administrators, shall and do well and truly content and pay, or cause to be contented and paid unto the said *W. K.* his Executors or Administrators, at or in the *South*-door, or Porch of St. *J.* in the said Town of *S.* upon the 25 day of *M.* which shall be in the year of our Lord God, 1658. the Sum of 100 *l.* of &c. at one entire payment; That then the said Estate of the said *W. K.* should be utterly void and frustrate, as by the said Indenture more at large, amongst other things, appeareth. *If now* the said *W.K.* his Heirs, Executors, or Administrators, presently after such payment of the said Sum of 100 *l.* to be made by the said *H. B.* his Heirs, Executors, or Administrators, unto the said *W.K.* his Executors or Administrators, in manner and form aforesaid; shall and will, upon reasonable request to be made by the said *H.* his Heirs, Executors, or Administrators, deliver, or cause to be delivered unto the said *H. B.* his Heirs, Executors, or Assigns, one Deed indented of Fee-Farm of the Premisses before-mentioned, to be given and granted, bearing date the 10thday of *S.* in the 2. year of the Reign of our late Sovereign Lord King *C.* made by one *A.C.* of *C.* in the County of *S.* Esq; unto *H. B.* late of the said Town of *S.* Gent. deceased, Father of the said *H.* by the name of *H. B.* whole uncancelled, undefaced, or otherwise hurt by the said *W. K.* his Heirs, Executors, or Administrators; or by any other, his, or their means, consent, or procurement. *And also*, as well that part of the former Indenture, or Deed of Mortgage of the Premisses, bearing date with these Presents, made by the said *H. B.* to the said *W. K.* and remaining with the said *W. K.* as also one Bond of 200 *l.* bearing date also with these Presents, made by the said *H. B.* to the said *W. K.* for the payment of the Sum of 100 *l.* *And* for the performance of the Covenants, Grants, Articles, Clauses, and Agreements, contained in the said former Indenture, or Deed of Mortgage, which on the part and behalf of the said *H.* his Heirs, Executors, and Administrators, are to be observed and kept, as by the several Deeds indented, and Bond, more at large appeareth. *That then* this Obligation to be void, *&c.*

To deliver Possession of a House, demised upon Conditions.

THE *Condition* of this Obligation is such, That *whereas* the above-named *H. B.* by his Deed indented, bearing date with these presents, *Hath* demised and granted unto the above bounden *W. R.* one Messuage or Tenement, and one Garden, and one Orchard thereunto adjoyning, in a Street there called *D.* All which of late were in the Tenure or Occupation of *E. H.* toge-

ther with all Tenements, Back-ſides, Houſes, Buildings, and other Hereditaments whatſoever, with the Appurtenances unto the ſame Meſſuage, Garden, and Orchard, or any of them belonging, or therewith uſed or occupyed; *To have and to hold* to the ſaid *W. R.* his Executors and Aſſigns, from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary*, next enſuing the date hereof, for and during the Term of 21 years, from thence next enſuing, and fully to be compleat and ended; with a certain Proviſo or Condition, in the ſame Deed contained; That if the ſaid *H. B.* his Heirs or Executors, at the end of 6 years, next enſuing the date of the ſaid Deed indented, or at the end of 12 years next after the date thereof; or at the end of 18 years next enſuing the date thereof, ſhall and do, *bona fide*, without fraud or covin, mean to come to inhabit in the ſaid Meſſuage, and other the Premiſſes, in the ſaid Deed indented, mentioned to be demiſed: And thereof give notice and warning to the ſaid *W. R.* his Executors or Aſſigns, at the ſaid Meſſuage, by the ſpace of 6 moneths next before his or their ſo coming; and do afterwards come to dwell and inhabit in the ſaid Meſſuage or Tenement: *That then* the ſaid Leaſe, Demiſe, and Term, ſhould utterly ceaſe, determine, and be void, to all intents and purpoſes; as by the ſaid Deed indented appeareth. *If now* the ſaid *W. R.* his Executors or Aſſigns, at the end ceaſing, forfeiture, or determining of the ſaid Leaſe and Demiſe, by force of the ſaid Proviſo or Condition; or otherwiſe at the end or expiration of the ſaid Term of 21 years, upon the reaſonable requeſt of the ſaid *H. B.* his Heirs, Executors, or Aſſigns, ſhall peaceably and quietly yield and deliver up, or cauſe to be yielded and delivered up, unto the ſaid *H. B.* his Heirs, Executors, or Aſſigns, the Poſſeſſion of the ſaid Meſſuage, Garden, and Orchard, with the Appurtenances; unleſs, in the mean time, the ſame be lawfully evicted, diveſted, or recovered from the ſaid *W. R.* his Executors or Aſſigns, without Fraud or Covin. *That then*, &c.

That the Obligor ſhall juſtifie ſuch Actions, as the Obligee ſhall commence.

THE *Condition*, &c. is ſuch, That if th'above bounden *A. B.* do and ſhall from time to time, and at all times hereafter, maintain, avow, and juſtifie all and every lawful Act and Acts, Suits, Petitions, and Complaints, which ſhall be hereafter commenced, and proſecuted, by the above-named *C. D.* his Heirs, Executors or Aſſigns, in the name of the ſaid *A. B.* and his Heirs, of, for, or concerning certain Cloſes of Land, lying and being, *&c.* now or late in the Tenure or Occupation of &c. *And alſo*, if the ſaid *A. B.* within one half year after the recovery, or obtaining thereof, upon payment of 100 *l.* unto him, by the ſaid *C. D.* do make a good lawful Conveyance of all his Eſtate, Right, and Intereſt thereof, and therein, to the ſaid *C. D.* his Heirs and Aſſigns for ever, to the onely uſe and behoof of the ſaid *C. D.* his Heirs and Aſſigns for ever. *That then*, &c.

To save Lands from Incumbrances.

THE *Condition*, &c. That *whereas* the within bounden *A.B.* by his Deed bearing date, &c. for the Conſideration in the ſaid Deed ſpecified, Hath granted, ſold, bargained, enfeoffed, and confirmed unto the within named *C.D.* his Heirs and Aſſigns for ever, all that his peece, or parcel of Land, Scituate, lying, and being in, &c. as in and by the ſame Deed more at large appeareth. *If now*, the ſaid parcel of Land, with the Appurtenances, by the ſaid Deed granted, bargained, and ſold, the day of the date hereof is, and at all times hereafter ſhall be, clear and clearly acquitted, and diſcharged, or ſufficiently ſaved harmleſs of, and from all, and every former Bargains, Sales, Gifts, Grants, Statutes, Merchant, and of the Staple-Recognizances, Annuities, Fees, Joyntures, Dowers, Fines, Wills, Uſes, Intails, Fines for Alienations, Intruſions, Arrearages of Rents, and of, and from all and every other Charges, Titles, Troubles, and Incumbrances whatſoever, had made, committed, or done by the ſaid *A. B.* *And alſo*, if the ſaid *A. B.* and his Aſſignes, and all, and every other perſon, or perſons, lawfully having, or claiming any Right, Eſtate, Title, Intereſt, or demand, in, and to the Premiſſes, or any part thereof, by, or from the ſaid *A. B.* or his Aſſignes, at all times hereafter, and from time to time, upon the reaſonable Requeſt, and at the coſts and charges of the ſaid *C. D.* his Heirs or Aſſigns, do make, knowledge, and ſuffer to be made, done, and knowledged, all, and every ſuch l wful and reaſonable Act and Acts, Demiſe, and Demiſes, thing, and things of Aſſurance in the Law whatſoever, with Warranty againſt the ſaid *A. B.* and his Heirs, as ſhall be reaſonably demiſed, or adviſed, for the further, better, and more perfect aſſurance, ſure making, and conveying of the ſaid peece of Land, and all other the Premiſſes, by the ſaid Deed granted unto the ſaid *C. D.* his Heirs, and Aſſignes, to his and their own uſe, be it by Deed, or Deeds, &c. *That then*, &c.

That a Bayliff of a Hundred ſhall duly execute his Office.

THE *Condition*, &c. That if the within bounden R. C. who is retained with the within named Sheriff, in the Office of one of the Bayliffs of the ſaid Sheriff within the Hundred of E. in the County of M. within written. If he in the ſaid Office, ſhall well behave himſelf, from the 28 day of S. within written, until the 28 of S. which ſhall be in the year of our Lord 1664. and ſhall faithfully by all that time, ſerve the ſaid Sheriff, and T. T. Deputy-Sheriff, and either of them in the ſaid Office, and them the ſaid Sheriff, and Deputy Sheriff, and either of them, their Executors, and Adminiſtrators, and every of them, from all and ſingular Arreſts, Summons, Executions, and the keeping of every Priſoner; and the Cuſtody of all priſoners whatſoever, to him, or any of his Servants, by the time aforeſaid ſerving him, by the ſaid Sheriff, or Deputy Sheriff delivered, and of, and from all other charges, things, and proceſs, by him the ſaid R. C. or any of his Servants, which by the time aforeſaid, ſhall ſerve him, by reaſon or colour of his Office or otherwiſe, within the time aforeſaid

aforesaid done, to be done, or executed against the Kings Majesty, his Heirs, and Successors, and also against every other person, or persons whatsoever, shall keep indempnified. *And* if the said *R. C.* or any for him, the Green Wax, or any other sum of money, in charge with the foresaid Sheriff, or any other Sheriff of the said County, within the time aforesaid contained and specified within 6. weeks, after the coming of the said Warrant or Precept to the said Sheriff, or Under-Sheriff, to the hands of the said *R. C.* or his Servant, containing in it the said Green Wax, and any other sum of money, either within the Hundred of *E.* or within the liberty of the City of *L.* shall without fraud or guil, not only gather, levie and receive. But also the said Green Wax, and every other sum of money, in charge aforesaid, by him received, within the said 6. weeks, without any demand made to the said *R. C.* to the said Sheriff, or Deputy Sheriff, or one of them, without all fraud or guil, shall pay. And if the said *R. C.* or any other for him, or in his name, by reason, or colour of the said Office, shall not within the time aforesaid, do, or suffer to be done, any Act, or Act, thing, or things, whereby the said Sheriff, or Deputy Sheriff, or either of them, their, or either of their *Executors*, or Administrators, or any of them, by any wayes or meanes in their Bodies, Lands, Goods, or Chattels, may be hurt, or damnified. *And also*, if as well the said *R. C.* as any of his Servants, by the time aforesaid, serving him the Warrants of the said Sheriff, and Deputy-Sheriff, or either of them, shall well, faithfully, and honestly, by all the time aforesaid, attend and obey, and, according to their power, fulfill and perform; *Then then*, &c.

For enjoying of Land for a terme.

THE *Condition*, &c. *Whereas* the above bounden *A. B.* for, and in consideration of the sum of 20l. of, &c. to him the said *A. B.* by the above-named *C. D.* well and truly contented, and payd, the receipt whereof the said *A. B.* hereby acknowledgeth, and thereof do h absolutely discharge the said *C. D.* his Executors, and Administrators, by these Presents; *Hath* demised, granted, assigned, and set over unto the said *C. D.* his Executors, Administrators, and Assignes, all that Close, Inclosure, or parcel of Land, being part of the Farm, or Tenement of him the said *A. B.* lying and being in *D.* aforesaid, commonly called or known by the name of *H.* or by what other name the same is called or known, containing by estimation, 6. Acres, or thereabouts, whether more, or less. *And also*, one Bay of Building, parcel of a Barn of the said *A. B.* in *D.* aforesaid, with an out-let thereto adjoyning, with free, and full liberty, to thresh Corn in, and upon the boarded bay, or threshing-floor, which is next adjoyning to the said Bay, and out-let of the said Barn, and now or late, in the tenure, and possession of the said *A. B.* or his Assigns; together, with all Wayes, Waters, Gates, Stiles, Hedges, Fences, Ditches, Under-woods, to fence the hereby demised Premises withall, and to, and for all Tenantly uses, Profits, Commodities, and advantages whatsoever. *To have and to hold*, the said Close, or parcel of Land, Bay, out-let, and threshing floor, or Bay of the said Barn, and all other the fore-demised Premises,

with a

with the Appurtenances unto him the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of St. *M.* next, and immediately enſuing the date hereof, for, and during the terme of 3. years, then next following, fully to be compleat and ended, under the yearly Rent of one Pepper-Corn, if it be lawfully demanded, for all Rent and Services whatſoever, and fully and freely diſcharged, or ſufficiently kept harmleſs from all other and former Bargains, Titles, Troubles and Incumbrances whatſoever. *If therefore*, the above bounden *A. B.* his Executors, and Adminiſtrators, and every of them, do and ſhall from henceforth, during the ſaid Term of 3. years, permit and ſuffer the ſaid *C. D.* peaceably and quietly, to have, hold, uſe, occupy, and enjoy the ſaid Cloſe, or parcel of Land, Bay, out-let, and threſhing floar, and all other the Premiſſes, with the Appurtenances, without the let, hinderance, interruption, or diſturbance of him the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, or any other perſon, or perſons whatſoever. *That then*, &c.

A Condition upon a ſale of Land paſſed by Feoffment.

THE *Condition*, &c. *That whereas* the above bound *M.* and Keepers, &c. by their Deed of Feoffment, bearing date the day and year above written, have enfeoffed, bargained, ſold, and delivered to the above-named *A. C.* and his Heirs for ever, one Garden, with the Appurtenances now in the occupation, &c. and one Houſe or Kitchin, with a Yard adjoyning, with their Appurtenances, now in the proper Tenure and Occupation of the ſaid *A. C.* Scituate in *G.* in the Pariſh, &c. containing ſuch lengths, and breadths, and lying within ſuch bounds and limits, as by their Deed of Feoffment aforeſaid, ſealed with their common Seal thereof, made to the ſaid *A.* plainly, and at large, may and will appear. If the ſaid M. &c. now be, and untill, &c. be made to the ſaid *A. C.* and his Heirs, of the Premiſſes, by the Feoffment aforeſaid, ſhall be, and ſtand lawfully ſeiſed of the Premiſſes mentioned to be conveyed by the ſaid Feoffment, of a good, lawfull, and abſolute Eſtate to them, and their Succeſſors, in Fee-ſimple, without any manner of Condition, or limitation; and have good and lawful right of ſuch an Eſtate, to bargain, ſell, and aſſure the ſame to the ſaid *A. C.* his Heirs, and Aſſigns for ever. *And alſo*, if the ſaid *A.* his Heirs and Aſſigns, from henceforth ſhall, or lawfully and quietly may have hold, occupy, and enjoy the ſaid Garden-houſe, or Kitchin and Yard, thereunto adjoyning, with their Appurtenances, and every part of the ſame, and the reverſion, and reverſions thereof, for, and to the onely uſe of the ſaid *A.* his Heirs, and Aſſignes for ever, without any let, trouble, eviction, or Impediment of the ſaid M. &c. or their Succeſſors, and without any lawful let, trouble, or eviction, of or by any other perſon, or perſons, by their meanes, Title, or procurement, other then by the meanes, or Title of that Leaſe made to *R. P.* which is ſpecified and mentioned in the Feoffment aforeſaid. *And*, if alſo the ſaid Premiſſes, and alſo the ſaid *A. C.* his Heirs and Aſſigns, and every of them from henceforth, ſhall be, and ſtand clearly, and abſolutely acquitted, exonerated, diſcharged, or otherwiſe ſaved harmles, of, and from all and ſingular Bargains, Sales, Feoffments, Grants, Leaſes, Annuities, Amerciaments, Forfeitures,

Forfeitures, Eſtates, Titles, Charges, and Incumbrances whatſoever heretofore had made or done, or hereafter to be had, made, or done by the ſaid *M.* &c. or their Succeſſors, or by the late Keeper, and Commonalty of Freemen of the Craft or Myſtery of *B.* of the Citty of *L.* other than only the ſaid Leaſe made to the ſaid *R. P.* as aforeſaid.

And further, If the ſaid *M.* &c. and their Succeſſors, and upon the reaſonable requeſt and coſts and charges in the Law, onely of the ſaid *A.* his Heirs, Executors, or Aſſignes, from time to time, at all reaſonable and convenient times during 5 whole years now next enſuing, doe and ſhall make all and ſingular ſuch other and further reaſonable conveyances, and Aſſurances of and for the Premiſſes, to be had, conveyed, and made ſure from them, and their Succeſſors, to the ſaid *A.* his Heirs, and Aſſigns, for the onely uſe of the ſame *A.* his Heirs, and Aſſignes, as by the ſaid *A.* his Heirs or Aſſignes or his or their Learned Councell ſhall be lawfully, and reaſonably deviſed, or adviſed, with warranty onely againſt the ſaid *M.* &c. and their Succeſſors, or otherwiſe without Warranty: *That then*, &c.

Another like Condition.

THe Condition &c. That *whereas* the above bounden *S. M.* heretofore by his Poll-Deed bearing date &c. hath bargained, and ſold, given, and granted to the above named *R P.* and to his Heirs, for the only uſe of the ſaid *R.* and of his Heirs, and Aſſignes for ever, all thoſe two Meſſuages, or Tenements with their Appurtenances in the ſame Deed mentioned, now or late in the ſeverall Tenures of &c. ſcituate &c. within the meres, and bounds there expreſſed, as by the ſaid Deed, whereunto reference being made, more plainly will appear; If the ſaid *R. P.* his Heirs and Aſſignes, from henceforth for ever, &c. ſhall or lawfully may, have, hold, and enjoy the ſaid two Meſſuages, or Tenements, and all other Hereditaments, with their Appurtenances, granted to the ſaid *R.* and his Heirs, by the Deed aforeſaid; and have, take, receive, and enjoy the Rents, Iſſues, and Profits thereof, to the only uſe of the ſaid *R.* his Heirs, and Aſſignes, from time to time, and at all times, without any let, impediment, eviction, charge, or Incumbrance thereof, or of any part thereof by reaſon of any former Eſtate, Act or thing, Right or Title whatſoever, done, had, or grown, before the ſaid Eſtate of the ſaid &c Except the old accuſtomed Rents, and ſervices hereafter to grow due to be paid and done to the cheif Lords of the Fee thereof.

And alſo, one Leaſe which the ſaid *S.* by Indenture, dated &c. hath made of one of the ſaid Meſſuages, &c. for the Term of 21 years to *C. B.* and for the yearly Rent of 10*l.* therefore yearly to be paid during the ſame Leaſe.

And alſo, except moreover one other Leaſe which the ſaid *S.* by Indenture dated &c. hath made of the other of the ſaid Meſſuages with the Appurtenances to *W. N.* for the term of 21. years and for the yearly Rent &c. therefore yearly to be paid during the ſame Leaſe. *That then* &c

A Condition in case of Divorce or Separation where the Man and Wives Friends, are bound for not intermedling one with another.

THe Condition of this Obligation is such, That *Whereas*, there is, or, with as much expedition as may be, there shall be by sentence Definitive, a Divorce, or Separation Passed and had between the with in named *R. P.* and *J.* now his Wife, by both their assents, therefore the said *J.* doth from time to time and at all times hereafter quietly permit and suffer the said *R. P.* to live, continue, remain and be Frank, and free, from and against the said *J.* at and according to his own will, liberty, discretion, and pleasure, and that in such place and places, and with and in the company of such person and persons, as he the said *R. P.* shall think most meet, and convenient, without Cohabitation, Intermedling, Molestation, or Contradiction of the said *J.* or any other by her assent or procurement.

And if also, the said *J.* or any other person or persons by her assent, means, or procurement do not at any time hereafter neither in word, nor deed, nor by any other way, or means whatsoever either directly, or indirectly, disquiet, molest, vex, defame, hurt, or trouble the said *R. P.* nor challenge nor make any Title, Claim, Intermedling, or Demand to or for the said *R.* or to, or for any such Goods, Implements, Household-stuffe, or any other thing whatsoever, that he the said *R.* or any other for him, or to his use at any time hereafter shall have or be in possession of: (†) neither aske, demand, or Recover of or against the said *R. P.* his Executors, Administrators any manner of allowance for other thing whatsoever for or towards the Diet, Meat, Drink, Apparell, Sustayning, or Lodging, of the said *J.* That then &c.

Memorandum, *That the last clause from the marke (†) is to be left out in the Mans Obligations made to the Womans Friends.*

That a Women divorced shall not make Claime to her Husbands Lands or Goods.

THe *Condition* &c. *Whereas*, Variance and Debate hath heretofore been depending, and risen between the above named *A. B.* and the above bounden *C. D.* and of late in the Suit before the Reverend Father in God *W.* Lord Bishop of *D.* for and concerning a supposed Marriage betweed them had,

And whereas, also the same Variance by sentence given in due form of the Ecclesiasticall Laws of this Realm, by and before the said Bishop is now decided, And the said *A. B.* and *C. D.* Divorced in such orderly manner,

And whereas also, the said *A. B.* in consideration of such Divorcement, and end of the said debate, Hath as well entred into Bonds, to the above bounden

E. F.

E. F. for the uſe of the ſaid *C. D.* for the payment of &c. for her perferment and maintenance payable at dayes to come; *And* alſo, the ſaid *C. D.* hath Sealed and delivered unto the ſaid *A. B.* a generall Acquittance, and Releaſe of all Debts, Duties, Claimes, Rights, Joyntures, Dowers, and Demands which ſhe hath, may, might, or ought to have, Claim, or Demand, of by, from, or to, the ſaid *A. B.* or by the death of the ſaid *A. B.* as by the ſaid Releaſe more plainly appeareth. If therefore the ſaid *C. D.* by her ſelf, or by any other perſon or perſons for her, or by her Conſent, Act, Deed, or Procurement, doe not moleſt, vex, ſue, implead, or cauſe to be vexed, ſued, impleaded, troubled, or otherwiſe diſquieted, or put to Charges the ſaid *A. B.* his Heirs Executors, or Adminiſtrators, at any time or times hereafter for any maintainance of living, Joynture, Dower, Meat, Drink, Clothing, nor for any Lands, Tenements Hereditaments, Goods or Chattels of the ſaid *A. B.* nor for any part or parcell thereof, nor whereof the ſaid *A. B.* at any time hereafter ſhall be ſeiſed or poſſeſſed, or any other perſon or perſons to the uſe of the ſaid *A. B.* nor any part or parcell thereof, nor for any other Cauſe, Treſpaſſe, Contract, Demand or Matter whatſoever from the begining of the world untill the day of the date hereof.

And alſo, if the ſaid *C. D.* at any time or times hereafter, doe not challenge, Claime, or Demand, nor cauſe to be Challenged, Claimed, or demanded, of the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, any Debt Accompt, Duty, Maintenance, Joynture, Dower, Contract of Marriage, or Solempnization, thereof or any other thing or things, or other demands, whatſoever as Wife, or to be wife of the ſaid *A. B.* nor as to him to have been eſpouſed, contracted, or ſolemnized.

And alſo, the ſaid *C. D.* from time to time and at all times hereafter, upon the reaſonable requeſt, Coſt and Charges in the Law of the ſaid *A.* B. his Heirs, or Aſſigns, ſhall acknowledge, ſeal, deliver, and execute unto the ſaid *A. B.* his Heirs, and Aſſigns, all and every ſuch, and the ſame further lawfull and reaſonable Act and Acts Aſſurance, and Aſſurances, Writings, Sentences, and Decrees, Deeds, and Devices, whatſoever, as well Spirituall as Temporall, for the full ſeparation, and diſſolution, of all Contracts of Marriages. And of the cleer diſcharge of the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, of, for and from all other Claimes, Titles, Debts, Duties and Demands whatſoever, by her, or by any other perſon or perſons by her appointment, act, deed, or procurment, at any time hereafter to be asked Challenged, Claymed, Entitled, or Demanded of the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, as wife to the ſaid *A. B.* or to him contracted, or for anyother good cauſe, or Matter whatſoever from the beginning of the World untill the day of the date of theſe preſents. And from all Dowers, and Title of a Dower and Joynture, by reaſon of the death of the ſaid *A. B.* ſhall be reaſonably deviſed, adviſed or required by the ſaid *A. B.* his Heirs, Executors or Aſſignes or by his or their Councell Learned in the Law. *That then* &c.

To

To make an Eſtate in Lands.

THE *Condition*, That if the within-bounded *A. B.* his Heirs, or Aſſigns, or any of them ſhall before the feaſt of &c. make, Aſſure, and Convey, unto the within-named *C. D.* his Heirs, and Aſſigns or to ſuch perſon or perſons, and their Heirs, as he the ſaid *C. D.* his Heirs or Aſſignes, ſhall nominate and appoint *To have and to hold*, to him the ſaid *C. D.* his Heirs and Aſſigns, or to the ſaid perſon or perſons, by him or them to be nominated, as aforeſaid for ever, a good ſure ſufficient and indefeſible Eſtate, in the Law, in fure and abſolute Fee-ſimple without any Limitation or Condition of and in all that his Meſſuage, Lands, Tenements, Field-Cloſures, Paſtures, Yards, Orchards, Gardens, Mores, Moſſes, Commons, Turbaries, Woods, Waters, Wayes, and Hereditaments whatſoever, parcell of the Inheritance of the ſaid *A. B.* in *L.* in the County of *L.* and at this preſent, and heretofore enjoyed and occupied by the ſaid *C. D.* or his Aſſignes, or Aſſignees, as Tennat to the ſaid *A. B.* by Deed, Fine, Feoffment, Recovery, Releaſe with Warranty, or by any other good Conveyance, and Aſſurance in the Law whatſoever, at the coſts and charges in the Law, of the ſaid *C. D.* or his Heirs, as by the Learned Councell of the ſaid *C. D.* his Heirs or Aſſignes, ſhall be reaſonably deviſed, or adviſed; the ſame Meſſuages, Lands, Tenements, and all other the Premiſſes with their Appurtenances, to be then, and at all times thereafter, cleerly Diſcharged of and from all former Bargains, Sales, Titles, Charges, Incumbrances, lawful Claims, and Demands, whatſoever: *That then* &c.

That Lands ſhall remain to the Obligor's Eldeſt Son.

THE *Condition* &c. That all the Lands, Tenements, and Hereditaments whereof the within bounden *A. B.* is or at any time heretofore hath been ſeiſed, of any Eſtate of Inheritance in poſſeſſion, uſe, or remainder, be already lawfully Entayled, or Aſſured to the uſe of the ſaid *C.* and the Heirs-Males of his body lawfully beggotten with Remainder, or Remainders over. And alſo, if the ſaid *A. B.* hath not, nor at any time hereafter ſhall doe, ſuffer, commit, or knowledg, or cauſe to be done, committed, ſuffered, or knowledged any Act or Acts, thing or things, Eſtate or Eſtates, Conveyance or Conveyances whatſoever, of in or concerning the ſame Premiſſes, or any part or parcell thereof, whereby the ſaid Eſtate of Entayle ſhall or may be in any wiſe altered, changed, or charged to any perſon, or perſons, inheritable to the ſame, barred, or evicted, of, or from the ſame, or any part or parcell thereof, other than ſuch Act or Acts, as Tenant in Tayle is enabled to doe by the Statute made in the 32d. year of *H.* 8. late King of *England*, for the inabling of Tenants in Tayle to make leaſes. And other than making of a Joynture to his Wife only, or the Moyety of the Premiſſes for term of her life, and no longer: *That then* &c.

That I shall make a Lease to 2 or 3 Tenants.

The Condition &c. That if the within-bounden *A. B.* and *C. D.* or either of them, their or either of their Heirs, do or shall upon reasonable request, therefore to be made (after the Feast of &c.) by the within-named *E. F. G. H.* or either of them, their or either of their Heirs, Executors, Administrators, or Assigns to the said *A. B.* and *C. D.* or either of them, their or either of their Heirs, make a good sufficient Lease and Demise in writing of those 3 Messuages, or Tenements with the Appurtenances, scituate and being in &c. now in the severall tenures or occupation of *R. B.* Gent. *J. W.* and *A. D.* or of their Assigns, or under-Tenants, unto the said *E. F.* and *G. H.* their Executors, Administrators, and Assigns for the term of 21 years to commence and begin from the said Feast day &c. and for the yearly Rent of 10 l. and under such Covenants, and Conditions, as are used in like Cases; The same Premisses, to be then cleer of all Incumbrances whatsoever: *That then* &c.

To make a Generall Release.

The Condition &c. That if the within Bounden *A. B. C. D.* and *E.* his Wife *F. G.* and *H. J.* of *L.* in the County of *S.* Clerk, and every of them, and the Heirs, of every of them, from time to time, and at all times hereafter, before the Feast of *P.* next ensuing the date within written, upon reasonable request, and demand, unto them, or any of them, made by the within named *R. S.* and *T. W.* their Heirs, or Assignes, do make, seale, and deliver as their Deed, one such lawfull Acquittance or Release of all, and all manner of Actions Suits, Quarrells, Judgments, Executions, and Demands, whatsoever they be, which they or any of them, their Heirs, or Assigns, or the Heirs, or Assigns, of any of them, had, have, might, or may have, to Sue, claym, or demand against the said *R. S.* and *T. W.* their Heirs, or Assigns, for or by reason of any matter, or cause whatsoever, as by the said *R. S.* and *T. W.* or their Heirs at the cost and charges in the Law, of them the said *R. S.* and *T. W.* or their Heirs shall be reasonably devised: *That then* &c.

That a Man shall not alien his House, but to the Obligee, he paying such a sum of Money.

The Condition &c. That *whereas*, the within-bounden *A. B.* and *M.* his Wife, in the right of her the said *M.* are and at this present do stand, seised, and possessed of, and in one Messuage or Tenement, with all and singular the Appurtenances, and certain Lands, and Hereditaments to the same belonging, scr, lying and being, in *M.* in the County or *L.* now or late in the Tenure or occupation of *C. D.* Widdow, Mother of the said *M.* and of one *J. G.* their or either of their Heirs, Assigns, or under-Tenants. *If therefore* the said

A. B. nor *M.* his Wife, nor either of them doe at any time hereafter, Alien, bargain, ſell, give, grant, aſſure, convey, or any otherwiſe put away the ſaid Meſſuage, or Tenement, with the Appurtenances, nor any of the Lands or Hereditaments, to the ſame belonging, nor any part or parcell thereof, nor any part of their, or of either of their Right, Title or Intereſt in or to the ſame or any part thereof; neither cauſe, procure, or ſuffer the ſame, or any part or parcell thereof to be had, or put in Execution to any perſon or perſons, whatſoever, than only to the within named *G. H.* upon a cleer abſolute Sale and Purchaſe to him his Heirs and Aſſigns, for ever, to be made by the ſaid *A.* and *M.* of and in the foreſaid Meſſuage, or Tenement, with the Appurtenances the ſame being then cleer free and diſcharged of all Charges, Titles, Troubles, and Incumbrances whatſoever; he the ſaid *G. H.* or his Heirs, paying unto the ſaid *A. B.* and *M.* his Wife the ſum of &c. *That then* &c.

To procure a Surety to Seale a Bond.

THe *Condition* &c. That if the above bounded *A. B.* his Executors, or Adminiſtrators, or any of them, doe before the 10th. day of *M.* next coming after the date hereof, procure, or cauſe one *C. D.* of *E.* in the County of *S.* Yeoman, to ſeal, ſubſcribe, and, as his Act and Deed, ſufficient in Law, to deliver to the within named *L. M.* one Writing Obligatory already made, bearing date the day within written, whereunto the ſaid *A. B.* hath already ſubſcribed and hath ſealed and delivered: *And*, wherein alſo the ſaid *A. B.* and *C. D.* are named to ſtand joyntly and ſeverally bolden and bound to the ſaid *L. M.* in the ſum of 100 l. of lawfull Money of *England*, with Condition thereupon endorſed for the ſure payment of 50 l. of like currant money of *England*, payable as in and by the Condition of the ſaid Obligation is limited and expreſſed. *That then* &c.

To redeem a Pawne by a day or loſe it.

THe *Condition* &c. *Whereas* the within named *A.* hath received of the within bounded *C. D.* 2 peeces of Purple-coloured Velvet &c. ſafely to be kept with the ſaid *A. B.* for aſſurance of the debt within written: If *therefore*, the ſaid *A. B.* his Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the ſaid *C. D.* his Heirs, Executors, or Aſſigns, the ſum of 50 l. for the redeeming of the ſaid Velvet &c. in or upon the Feaſt day of &c. next enſuing the date within written, or for default of ſuch payment of the ſaid ſum of 50 l. at the time aforeſaid limited for the payment thereof, if the ſaid *C. D.* his Executors, and Adminiſtrators, do and ſhall ſuffer the ſaid *A. B.* his Executors and Adminiſtrators, peaceably to enjoy to his and their owne uſes the ſame Velvet &c. for the ſaid debt: *That then* &c.

For payment of Money to Orphans.

THE *Condition*, &c. That if the within bounden *A. B.* his Executors, Administrators, or Assigns, or any of them, shall and do well and truly pay, or cause to be paid unto *C. D.* one of the Sons of *E. D.* late Cit. and *G.* of *L.* deceased, the sum of 200 *l.* at such time, and when as he the said *C. D.* shall accomplish, and be of the full age of 21 years, or be married, which shall first happen. *And also*, unto *G. D.* one other of the Sons of the said *E. D.* the like sum of 200 *l.* at such time, and when as he the said *G. D.* shall accomplish and come to the full age of 21 years, or be married, which shall first happen. *And* if it fortune any of the said Children to dye, or decease, before he, she, or they shall accomplish the said several Ages before mentioned, and in the mean time be not married. *Then* if the said *A. B.* his Executors, Administrators, or Assigns, or any of them, shall and do well and truly pay, or cause to be paid the said part or portion, of him, her, or them, so deceasing, equally to, and amongst the others surviving, at the several Ages aforesaid, or days of Marriage, which shall first happen as aforesaid: *That then*, &c.

To deliver Evidence, and perform Covenants, upon payment of a Sum of Money to the Obligor.

THE *Condition*, &c. That if th'above bounden *A. B.* his Heirs, &c. upon payment unto him or them, or any of them, the sum of &c. by the above-named *C. D.* or his Heirs made, shall and do then after, upon the reasonable request of the said *C. D.* or his Heirs, make, deliver, or cause to be delivered to the said *C. D.* his Heirs, Executors, or Assigns; all and every the Deeds, Escripts, and Writings, which are specified and expressed in a Schedule, annexed to an Indenture of Bargain and Sale of a Messuage and Lands in *M.* in the County of *L.* bearing date with these Presents, had and made by, and from the said *A. B.* unto the said *C. D.* *And further* also, if the said *A. B.* do then also deliver, or cause to be delivered, unto the said *C. D.* or his Assigns, one Deed of Feoffment, now also made and delivered by the same *A. B.* unto the said *C. D.* of the Demises. *And* also well and truly perform all other Covenants, &c. in the same Indenture specified, which on the part of the said *A. B.* are to be performed, &c: *That then*, &c.

To stand to an Award.

THE *Condition*, &c. That if the within bounden *A. B.* his Executors and Administrators, and every of them, do for his and their part and behalf, well and truly stand to, and obey, perform, fulfill, and keep the Award, Arbitrament, Order, Decree, and Judgment, of *C. D.* and *E. F.* Gent. Arbitrators indifferently elected, named, and chosen, as well on the part and behalf of the within bounden *A. B.* as on the part and behalf of the within named *G. H.* to arbitrate, award, order, judge, and determine of, for, upon, and concerning

ning all, and all manner of Matters, Suits, Quarrels, Accompts, Reckonings, Claims, and Demands whatsoever, now depending, in variance betwixt the said Parties; by reason, or about, or concerning any matter, cause, or thing whatsoever, had, made, moved, or stirred between them, from the beginning of the World, untill the day of the date within written. *So as* the same Award, Arbitrament, Order, Decree, Determination, and Judgment, of the said 2 Arbitrators, of and upon the Premisses, be made and given up by them, the said Arbitrators, in Writing, under their Hands and Seals, to each of the said Parties, at or on this side the day of, &c. next coming, after the date within written. *That then*, &c.

For default of payment of Money at a day, to enter upon, and hold a Field for certain years.

THE *Condition*, &c. That *whereas* the above-bounden *A. B.* the day of the date above-written, is indebted unto, and doth owe unto the above-named *C. D.* the sum of &c. to be paid to the said *C. D.* his Executors, &c. upon the Feast of &c. *If therefore* it so be, That the said *A. B.* his Executors and Administrators, and every of them, do make default of the payment of the said sum of &c. contrary to the manner above declared; Then if the said *C. D.* his Executors, Administrators, or Assigns, shall and may peaceably and quietly, have, hold, use, occupy, and enjoy, all that Close, Field, or parcel of Land, commonly called or known by the name of &c. lying and being in *L.* in the County of *N.* above-written, for and during the term of 7 years, from the said Feast of &c. to be accompted, with the Appurtenances to the same belonging, without any Rent or Demand, to be answered or paid for the same, during the said Term: *That then*, &c.

For payment of Rent, avoiding and not committing of waste.

THE *Condition*, &c. *That whereas* the above-named *A. B.* hath before the ensealing hereof, demised, set, and to Farm let, unto the above-bounden *C. D.* one house scituate in *E.* in the County of *N.* containing (by estimation) 8 Bays of Building; and a certain piece or parcel of Pasture-ground, near adjoyning to the said house, containing (by estimation) 3 Acres, be it more or less, from the day of the date hereof, for the space, and for and during the full end and term, of 3 years from thence next ensuing, for and under the yearly Rent of 5 *l.* of &c. to be paid at the Feasts of &c. by even and equal Portions, or within 20 days next, and immediately ensuing, after either of the said Feasts. *If therefore* the said *C. D.* his Heirs, Executors, or Administrators, or any of them, do well and truly pay, or cause to be paid, to the said *A. B.* his Heirs or Assigns, the said yearly Rent of 5 *l.* in manner and form, as is above specified and limited: As also, at the end of the said term of 7 years, peaceably and quietly depart, and avoid, with his Wife, Children, Family, and Houshold, and every of them, from and out of the Occupation, Use, and Possession of the said house and ground before demised; and leave the said house Tenantable,

Tenantable, and in ſuch, and as good Reparations, he now findeth the ſame: And, in the mean while, do not commit waſte, or ſtrip in the hedges or ground now let, to and with the ſaid houſe. *That then*, &c.

To make an Eſtate in Fee-ſimple by a day.

THE *Condition* of this Obligation is ſuch, That if th'above bounden *A. B.* his Heirs or Aſſigns, do on this ſide, or before the Feaſt of &c. next enſuing the date of theſe preſents, make a good, ſure, perfect, and indefeaſible Eſtate in the Law, unto the above-named *C. D.* his Heirs and Aſſigns, in Fee-ſimple, abſolutely without condition or limitation, to the onely uſe and behoof of the ſaid *C. D.* his Heirs and Aſſigns, for ever; of one Meſſuage or Tenement, called or known by the name of *G.* containing, by eſtimation, 20 Acres, be it more or leſs, lying and being in the Pariſh of *R.* in the ſaid County of *L.* now or late in the Tenure or Occupation of *J. T.* his Aſſigns, or Under-Tenements. *And alſo*, if the ſaid Meſſuage or Tenement, and other the Premiſſes, and every part and parcel thereof, ſhall be at the making of ſuch Eſtate or Aſſurance, unto the ſaid *C. D.* his Heirs and Aſſigns, diſcharged, and ſo from time to time continue diſcharged, of and from all manner of Titles, Troubles, Charges, and Incumbrances whatſoever; had, made, done, or ſuffered to be done by him the ſaid *A. B.* his Heirs or Aſſigns, or by any other perſon or perſons whatſoever, lawfully claiming any Right, Eſtate, Title, or Intereſt, in or to the Premiſſes, or any part or parcel thereof: The Rents and Services from thenceforth to be due to the chief Lord or Lords of the Fee or Fees: And alſo one Annual Rent of 5 *l.* granted to one *R. S.* for term of his natural life, onely excepted and fore-prized: *That then*, &c.

Not to claim a Dower.

THE *Condition*, &c. is ſuch, That if the within bounden *A. B.* late Wife and Relict of *R. B.* late of *C.* in the County of *N.* deceaſed, do not at any time, during her natural life; nor any other perſon or perſons, in or by her aſſent, conſent, means, or procurement, and under her Right, Title, or Intereſt, attempt and ſeek by any Suit in Law or Equity, or by any other way or means, to get and recover for her, or for her uſe, any Dower, or Title of Dower, or poſſeſſion of, or in any Meſſuages, Lands, Tenements, or Hereditaments, whereof or wherein the ſaid *R. B.* had at any time, during his life, or at the time of his death, any Eſtate of Inheritance or Free-hold, or during the Coverture between the ſaid *R. B.* and *A. B.* *And*, if the above-named *W. D.* his Heirs and Aſſigns, and every of them; and all the ſaid Lands, Tenements, and Hereditaments, wherein the ſaid *A. B.* is, or may be Dowable, by the Laws and Cuſtom of *England*, ſhall or may from time to time, and at all times hereafter, during the natural life of the ſaid *A. B.* be ſaved and kept harmleſs by the ſaid *A. B.* upon reaſonable requeſt to her made by the ſaid *W. D.* in that behalf, of and from the Right and Title of Dower of the ſaid *A. B.* in the Premiſſes, or any part or parcel thereof, &c. *That then*, &c.

A Condition *to ſtand to an Award.*

THe Condition of this Obligation is ſuch, That if the above bounden Heirs, Executors, and Adminiſtrators, for their parts and behalfs ſhall and do in all things well and truly ſtand to, obey, abide, perform, fullfill and keep the Award, Order, Arbitrament, final end and determination of Arbitrators indifferently elected and named as well on the part and behalf of the above bounden as of the above named to Arbitrate, Award, Order, Judg, and Determine of and concerning all and all manner of Action and Actions, cauſe and cauſes of Action, Suits, Bills, Bonds, Specialties, Judgments, Executions, Extents, Quarrells, Controverſies, Treſpaſſes, Damages, and Demands whatſoever, At any time heretofore had, made, moved, brought, commenced, ſued, proſecuted, done, ſuffered, committed, or depending by or between the ſaid Parties or of them: So as the ſaid Award be made

A Counter-Bond.

THe Condition of this Obligation is ſuch, That whereas the above named at the ſpecial inſtance and requeſt of the above bounden together with him the ſaid and is held and firmly bound unto in and by one Obligation bearing even date with theſe preſents, in the full ſum of pounds of lawful money of *England*, Conditioned for the true payment of of like lawful money unto the ſaid Executors, Adminiſtrators, or Aſſigns, on the day of next enſuing the date of the ſame recited Obligation: As by the ſame Obligation (relation being thereunto had) doth and may more fully and at large appear. *If therefore* the ſaid Heirs, Executors, or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the ſaid Executors, Adminiſtrators, or Aſſigns, the ſaid Sum of of lawful money of *England* on the ſaid day of next enſuing the date of the ſame recited Obligation, in diſcharge of the ſame Obligation; *Then* this preſent Obligation to be void and of none effect; Or elſe to be and remain in full force and vertue.

Sealed and delivered in the preſence of

A Condition *to pay Money at ſeveral times.*

The Condition of this Obligation is ſuch, That if the above bounden Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the above named Heirs, Executors, Adminiſtrators, or Aſſigns, the full and whole Sum of, &c. of good and lawful money of *England*, in manner and form following; (That is to ſay) the ſum of, &c. part thereof on the day of, &c.

Then this Obligation to be void. But if Default be made in payment of any the ſaid ſeveral and reſpective Sums of Money above mentioned, or any part of any of them, on any the ſaid ſeveral and reſpective dayes or times of payment above limited, contrary to the true intent and meaning of theſe preſents; *Then* this Obligation to be and remain in full force and vertue.

Sealed and delivered in the preſence of

A Condition, *wherein* 3. *or more are bound.*

The Condition of this Obligation is ſuch, That if the above bounden or any of them, their or any of their Heirs, Executors, or Adminiſtrators, ſhall and do well and truly pay or cauſe to be paid unto the above named Executors, Adminiſtrators, or Aſſigns, the full Sum of of good and lawfull money of *England*, on the day of which ſhall be in the the Year of our Lord, One thouſand ſix hundred

Then this Obligation to be voyd and of none effect; Or elſe to be and remain in full force and vertue.

Sealed and delivered

A Condition *where Two are bound to Two.*

The Condition of this Obligation is ſuch, That if the above bounden or either of them, their or either of their Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe to be paid unto the above named or either of them, their or either of their Executors, Adminiſtrators, or Aſſigns, the full Sum of of good and lawful money of *England*, on the day of

Then this Obligation to be void; Or elſe to remain in full force.

Sigillat. et deliberat.

A Condition *to perform Covenants.*

The Condition of this Obligation is ſuch, That if the above bounden Executors, and Adminiſtrators, ſhall and do well and truly obſerve, perform, fulfill, accompliſh, pay and keep, all and ſingular the Covenants, Grants, Articles, Clauſes, Proviſoes, Payments, Conditions, and Agreements whatſoever, which on the part and behalf of the ſaid Executors, and Adminiſtrators, are or ought to be obſerved, performed, fulfilled, accompliſhed, paid, and kept, compriſed or mentioned in bearing even date with theſe preſents made or expreſſed to be made between the ſaid of the one part, and the ſaid of the other part in all things according to the true intent and meaning of the ſame.

Then this preſent Obligation to be voyd and of none effect; Or elſe to be and remain in full force and vertue.

Certi-

Certificates, *or* Teſtimonials.

An Indenture teſtifying the payment of a Sum of Money according to a Condition contained in a Deed of Feoffment, for the making void of the ſame Feoffment.

THis *Indenture Witneſſeth*, That whereas heretofore I *W. B.* then of *H.* in the County of,&c. Gent. by my Deed Indented bearing date the 12th day of *S.* in the 13th year of K. *C.* 2. did Enfeoffe my Brother *J.B. J.B.* and *R.G.* Husbandm, and one *N.L.* Gent. deceaſed, of and in all that my Moyety of the Mannor of *H*, with the Appurtenances in the County of *H*, with all thoſe my Lands, Tenements, Rents, Reverſions and Services, being parcell of the ſaid Mannor of *H.* or thereunto belonging; And all other my Meſſuages, Lands, Tenements, Rents, Reverſions, Services, and Hereditaments in *H.* aforeſaid, to ſuch Uſe and Uſes as in the ſaid Feoffment are ſpecified, with this *Proviſo*, notwithſtanding, That if I the ſaid *W. B.* or mine Heirs at any time hereafter ſhould pay or tender to pay to the ſaid *J. B. N.C. J.B.* and *R.G.* or to any of them, or to the Heirs of the Survivor of them, 10*l.* of,&c. then declaring or to them ſignifying mine intent then to be, to have of any that my Moyety of the Mannor aforeſaid, and all and ſingular the Premiſſes in mine Old Eſtate; That then immediately and from thenceforth my ſaid former Writing, Deed, and Feoffment, ſhould be void and of no force, any thing in the ſame to the contrary notwithſtanding; As by the ſame former Deed indented more plainly may appear. *Now be it known*, That I the ſaid *W.B.* minding to make the ſaid former Deed indented, and Feoffment aforeſaid clearly void, have for that purpoſe according to the tenor of the ſaid *Proviſo* paid to the ſaid *J.B.* the day of the date of theſe preſents 10 *s.* of &c. then declaring and ſignifying; And by theſe preſents now declare and ſignifie to my ſaid Feoffees now living and to every of them, that mine Intent then at the payment of the ſaid 10 *s.* was and now is to have again that my Moyety of the Mannor aforeſaid, and all and ſingular the Premiſſes in mine old Eſtate, (that is to ſay) in ſuch Eſtate as I had thereof before I made the ſaid former Deed; And that now from henceforth the ſaid former Writing, Deed, and Feoffment, ſhall be void. *And* I the ſaid *J.B.* do acknowledg, that I had and received the ſaid 10 *s.* at the hands of the ſaid *W.B.* as aforeſaid, and heard him declare his intention to be by the payment thereof as is aforeſaid. *And alſo*, We the ſaid *J.B. J.B.* and *R.G.* do take notice thereof, and acknowledg our conſent thereunto by theſe preſents: To both parts whereof, as well I the ſaid *W.B.* as the ſaid *J.B. J.B.* and *R.G.* have ſet our Seals. *Given*, &c.

A Teſtimonial of the payment of a Sum of Money according to a Proviſo of Revocation.

TO *all to whom* this preſent Writing ſhall come, and eſpecially to *R.S.* of *R*: *E.S. H.S.* and *A.B.* in the County of *R.* Eſquires; and *J.Q.* of *B.* Gent. As alſo to *T.S.* Son and heir apparent of *H.* late deceaſed; and to all and every other perſon and perſons, *We T.S.* of *S.* in the County of *L.* Yeoman, and *R. L.* of *S.* aforeſaid, Yeoman, ſend greeting: *Know ye*, That we the ſaid *T.S.* and *R.S.* party to theſe preſents, have Publiſhed, Teſtified, and Witneſſed: And by theſe preſents do Publiſh, Teſtifie and Witneſs by this our Writing under our hands and Seals, *That we* and either of us were preſent within the Pariſh-Church of *O.* in and upon the Feaſt day of St. *John Baptiſt* in the 19th year of the Reign of our Soveraign Lord *C.* the Kings Majeſty that now is, when *E.S.* of *S.* Eſq; did tender and pay unto *H.S.* of *A.* Eſq; the full Sum of 11 s. of good and lawful money of *England*, at or upon the Font-Stone ſtanding within the ſaid Pariſh-Church of *O.* within the ſaid County of *L.* of intent and purpoſe to reduce and revert the Inheritance of certain Lands and Tenements unto him and his Heirs, according to one *Proviſo*, contained and ſpecified in one pair of Indentures bearing date in or upon the 26. day of *A.* in the 13th year of the Reign of the ſaid King. *In witneſſe* of which payment and receipt by the ſaid *H.S.* then and there accordingly we have hereunto ſubſcribed and ſet our hands and Seals the 29. day of *J.* in the 20th year of the Reign, &c.

Certificates or Teſtimonials concerning a Marriage.

TO *all Chriſtian People*, *J.P.* Clerk, Curate of the Pariſh Church of St. *D.* ſendeth greeting: *Know ye*, That I the ſaid *J. P.* by vertue of Authority made and granted in this behalf by the Right Reverend Father in God, *J.* by the Divine Providence Arch-Biſhop of *C.* Primate and Metropolitan of *England*, Did Marry according to the Laws of Holy Church this preſent laſt day of *D. Anno Dom.* 1662. and in the 13th year of the Reign of our Soveraign Lord King *C.* 2. *T.C.* of the City of *C.* Gent. and *E. M.* Daughter of *G. M.* of *L.* in the County of *C.* Gent. deceaſed, in the Pariſh-Church of St. *L.* in *L. In witneſſe whereof*, &c.

A

A Teſtimoniall *from Juſtices of the Peace, for Poor men who have had Loſſe by Fire.*

TO *all true Chriſtian People*, to whom this preſent Writing or Teſtimonial ſhall come to be ſeen, heard, or read, Sir *A. B.* Sir *C. D.* Knights, and *E. F.* Eſq. three of the Juſtices of the Peace within the County of *C.* ſend greeting. *Whereas* it is both godly, and conſonant to Chriſtian Charity, in matters doubtfull and ambiguous to certifie and report the truth; Wee have thought it our duty, at the earneſt and lamentable Suit and earneſt Petition of our Loving Neighbours the Bearers or bringers hereof, *G. H. J. K.* &c. to publiſh and declare unto your common knowledg, How that the 10th of *F.* laſt paſt between 2. and 3. of the clock in the morning, by caſualty and great miſchance by Fire, as well their ſeverall Dwelling-Houſes, to the number of &c. and all other Edifices and Buildings to every of their ſaid dwelling-houſes belonging; And alſo all their Corn, and moſt of their ſeverall Goods and Houſhold-ſtuff, were conſumed, waſted, and burnt, to the great danger of the Bodies of them and their Families, and their exceeding great loſſe and impoveriſhment.

And foraſmuch as it is a Godly and Charitable Deed, to further, help, and relieve ſuch poor, needy, and miſerable perſons (being of honeſt name, fame, and converſation) as they who have ſuffered this great loſſe: *And* for that the Bearers hereof in the behalf of themſelves and their Neighbours, are enforced by reaſon of their loſſes to ſeek for help and ſuccour for their relief: And we knowing their Eſtate to be ſuch as is premiſed, and moved with Commiſeration of their ſaid Eſtate and Condition, Have therefore as much as in us lyeth, given Licence unto them and every of them, to make their repair from Pariſh-Church, to Pariſh-Church, and to every Pariſh-Church and Chappel, Town and place, within this County of *C.* to aſk, receive, and take the Charitable Devotion and Benevolence of all good and well-diſpoſed people, towards the Recovery of their ſaid great Loſſes. *And* our Requeſt further is, That you and every of you, to whom they ſhall repair, do extend your lawful Favour unto them, permitting them without your deniall, to execute the tenor of this our Licenſe, Deſiring all Eccleſiaſtical Perſons to whom theſe diſtreſſed perſons ſhall make their addreſs in this behalf, to declare the Tenor hereof to their Pariſhioners in every of their Pariſh-Churches and Chappels on the *Sabbath* dayes or other Feſtival dayes, exhorting them to extend their Charity in this behalf; and thoſe whom it concerns, to ayd and aſſiſt them in the Collection thereof. *In witneſs*, &c.

Confirmation.

CONFIRMATION.

A Confirmation *of a Leaſe which was in the nature of Mortgage.*

TO *all Chriſtian* People, to whom this preſent Writing ſhall come, *R.M.* of &c. ſendeth greeting, &c. *Whereas* the ſaid *R.M.* by his Indenture under his hand and ſeal bearing date, &c. for the Conſideration of, &c. to him paid by *P.S.* now deceaſed, Hath demiſed, granted, bargained, and ſold unto the ſaid *P.S.* all thoſe parcells of Land hereafter mentioned, (*That is to ſay*) &c. *To have and to hold*, &c. for the Term, &c. under the Rent &c. as by the ſaid Indenture to which relation being had, &c. Upon agreement and condition of Redemption by payment of the ſaid Sum of 40 l. with the ordinary Uſe or Intereſt for the ſame at a day long ſince paſt: which Moneys or any part thereof, were not paid according to the Agreement and Condition aforeſaid at the time prefixed, or at any time ſince. After the making of which ſaid Indenture, the ſaid *P.S.* dyed inteſtate; After whoſe death, Adminiſtration of all the Goods and Chattels of the ſaid *P.* at the time of his death was committed to *S.S.* Wid. the late wife of the ſaid *P*: *And whereas* ſince the death of the ſaid *P.* (*viz.*) the day of &c. the ſaid *R.M.* received and had of the ſaid *S.S.* 60 l. of &c. over and above the ſaid 40 l. firſt paid by the ſaid *P.* as aforeſaid upon agreement and condition, That the ſaid Lands being forfeited upon the ſaid condition broken as aforeſaid, ſhould be for ſecurity of the ſaid laſt 60 l. and alſo of the ſaid firſt 40 l. together with ſuch Intereſt and Damages as to the ſaid *S.S.* ſhould grow due, or that ſhe ſhould be occaſioned or put unto any way touching the ſaid Lands, or any part thereof. *And whereas* at the preſent the ſaid *R.M.* is and ſtandeth indebted unto the ſaid *S.S.* the ſaid Sum of &c. principal debt, and other moneys to her due for Uſe or Intereſt of the ſaid Sum of &c. and alſo in divers other moneys for Charges of Suits expended by her touching the ſaid Lands, in all amounting to the Sum of &c. beſides the ſaid principal debt of, &c. *Now know ye*, That the ſaid *R.M.* for and in conſideration of the Sum of &c. which he the ſaid *R.M.* doth owe and is indebted to the ſaid *S.S.* as aforeſaid, and according to certain Covenants and Agreements in the ſaid Indenture, and other Aſſurances under the hand and ſeal of the ſaid *R.M.* in that behalf, hath granted, demiſed, and confirmed, and by theſe preſents doth fully and abſolutely grant and confirm unto the ſaid *S.S.* the ſaid recited demiſed Lands, and every part and parcell thereof, with the Appurtenances, and the ſaid Term of 300 years therein granted to the ſaid *P.S.* as aforeſaid. And the ſaid *R.M.* doth by theſe preſents clearly and abſolutely remiſe, releaſe, and for ever quit claim unto the ſaid *S.S.* all and every Condi-

tion,

and all benefit and advantage of Condition and right of Redemption whatsoever touching the Premisses, or any part thereof, *To have and to hold* the said Lands with the Appurtenances unto the said *S. S.* her Executors, Administrators, and Assigns, from henceforth during all the rest and residue of the said Term of 300 years now to come and unexpired, under and for the said yearly Rent of one Pepper Corn, absolutely and without any condition whatsoever. *And* the said *R. M.* doth covenant and grant to and with the said *S. S.* her Executors, Administrators, and Assigns, by these presents, That she the said *S.* and her Executors and Assigns, shall and lawfully may hold, possess, and enjoy the said Lands and Premisses, and every part thereof, during the Term aforesaid without impeachment of Waste, and without any Lett, Suit, Trouble, Denyal, or Interruption of any person or persons whatsoever. *In witness*, &c.

Conveyances *and* Covenants *for setling of* Lands *by* Fine, Recovery, &c.

A Covenant *for a Recovery by a Writ of Right Patent in* London, *to strengthen a Lease where the Land is Intailed.*

BY Indenture tripartite, &c. made between *J. T.* of *L.* Widow, and *F. T.* of *L.* &c. on the one party; and *W. L.* and *W. B.* of *L.* &c. on the second party; and *W. B.* Cit. and M. of *L.* on the third party; [Reciting, That where the said *J. T.* and *F. T.* by their Indenture of Lease dated &c. following the Recital to the end of the *Redend.* as by the said Indenture of Lease made between the said *J.* and *F.* on the one party, and the said *W. B.* on the other party, amongst divers other Covenants therein contained, more plainly and at large it doth and may appear.]

It is *now* fully covenanted, granted, concluded, conditioned, condiscended, and agreed between the said parties to these presents, in manner and form following; That is to say, The foresaid *J. T.* doth by these presents surrender to the said *F. T.* her Estate in the said Messuage, Garden, and Premisses, upon condition, that the same within 2. months next after the date hereof, be lawfully assured to the said *J.* for term of her life, without impediment of Waste, with Remainder thereof, according to the tenor hereunder limited.

And, the said *F. T.* doth covenant, promise, and grant, for him, his Heirs, Executors, and Administrators, to and with the said *W. L. W. B.* and *W. B.* and every of them, their Heirs, Executors, and Administrators, and the Heirs, Executors, and Administrators of every of them by these presents, that for the better assurance of the said *W. B.* his Executors and Assigns, of, in, and to all the said

ſaid Capital Meſſuages or Tenements, and other the Premiſſes to him demiſed as is aforeſaid, for and during the ſaid Term of 21. years; The ſaid *F. T.* ſhall permit and ſuffer the ſaid *W. L.* and *W. B.* to purſue and bring the Kings Majeſties Writ of Right Patent out of the Kings Majeſties Court of Chancery againſt the ſaid *F. T.* to be directed to the Mayor and Sheriffs of the City of *L.* upon which Writ of Right Patent, according to the cuſtom of the ſaid City of *L.* for paſſing of Common Recoveries with Voucher, the ſaid *W. L.* and *W. B.* ſhall demand againſt the ſaid *F.* the Capital Meſſuage and Tenement, and other the Premiſſes, by the name of one Capitall Meſſuage, and one Garden, with the Appurtenances, ſcituate lying and being in *B.* Street near *B.* Gate of *L.* unto which Writ the ſaid *F.* by himſelf, or by his ſufficient Attorney ſhall appear; and upon defence, ſhall vouch over to Warranty, the common Vouchee, whereupon, Recovery, Judgment, and Execution may be had, according to the courſe, and order of common Recoveries, with Voucher uſed within the ſaid City. And it is by theſe Preſents Covenanted, granted, expreſſed, condeſcended, declared, and agreed between all and every the ſaid parties, that they the ſaid *W. L.* and *W. B.* and their Heirs, from, and immediately after Judgment and Execution, in form aforeſaid had, ſhall ſtand and be ſeiſed of all the ſaid Meſſuage, or Tenement and Garden, with the Appurtenances, and every part thereof; and alſo the ſaid Recovery thereof, ſhall be to the ſeveral uſes and intents hereafter, in theſe Preſents mentioned, and to none other uſe or intent; That is to ſay, to the uſe of the ſaid *J. T.* during her natural life, without impeachment of any manner of Waſt; and after her deceaſe, to the uſe of the ſaid *F. T.* and of the Heirs Males of his Body lawfully begotten; And for default of ſuch Iſſue, to the uſe of *R. T.* Citizen, *&c.* and of the Heirs Males of his Body, lawfully begotten; And for default of ſuch Iſſue, to the uſe of *J.* S. and of the Heirs of the ſaid *J.* lawfully begotten; And for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *F. T.* for ever, and to none other uſe; *In witneſs, &c.*

An Indenture tripartite, for ſetling Lands upon a Marriage.

THis *Indenture tripartite made*, &c. between *R.* of the firſt part, and *R. W.* of *W.* &c. of the 2d part, [then are 6 Feoffees of the 3d part;] *Witneſſeth*, That for, and in conſideration of a Marriage, by the Grace of God, to be had and ſolemnized between *W. D.* Son and Heir apparant of the ſaid *R. D.* and *E. W.* eldeſt Daughter, and one of the Heirs apparant of the ſaid *R. W.* and for, and in conſideration, that all and ſingular, the Mannors, Meſſuages, Lands, Tenements, Rents, Services, Annuities, Rectories, Paſſonages, Advowſons, and Hereditaments of the ſaid *R. D.* may come, be, remain, and continue, to all and every perſon or perſons, to whom the ſame, or any of them hereafter are limited, of and in ſuch Eſtate, under ſuch Proviſo, Condition, Limitation, Reſtraint, and Liberty, and in ſuch manner and ſort, as hereafter in theſe Preſents is likewiſe limited and ſpecified, according to the true intent, purpoſe, and meaning of the ſaid *R. D.* and alſo of the ſaid *R. W.* It is Covenanted, granted,

ed, concluded, and agreed by, and betwixt all the ſaid parties to theſe Preſents; and every of them, with other by theſe Preſents, doth Covenant, &c. in manner and form following (that is to ſay) *Firſt*, the ſaid *R. D.* for him, his Heirs, Executors and Adminiſtrators, and every of them, doth Covenant, promiſe, and grant, to and with the ſaid *R. W.* his Heirs, Executors, and Adminiſtrators, and to, and with every of them, by theſe Preſents, that before, or at the firſt day of *M.* next enſuing the day of the date of theſe Preſents, the ſaid *W. D.* the ſon, by the Grace of God, ſhall marry, and take to his Wife the ſaid *E. W.* if the the ſaid *E.* will thereunto conſent and agree, and the Laws Eccleſiaſtical of the Church of *England* the ſame will permit and ſuffer.

And the ſaid *R. W.* for him, his Heirs, &c. doth Covenant, &c. to, and with the ſaid *R. D.* his Heirs, &c. and to, and with every of them by theſe Preſents, that the the ſaid *E. W.* before, or at the firſt day of, &c. by the Grace of God, ſhall marry, and take to her Husband, the ſaid W. D. if the ſame W. will thereunto conſent, &c. *And* moreover, the ſaid *R. D.* for him, his Heirs, &c. doth Covenant, &c. to, and with the ſaid R. W. his Heirs, &c. that he the ſaid *R. D.* now is, and at the time of the making, and executing of the firſt Eſtate, which ſhall hereafter be had or made to the ſaid *G. S.* &c. [then naming of the Feoffees,] of, and in all and ſingular, the Mannors, Lands, Tenements, and Hereditaments of the ſaid *R. D.* according to the Covenants in theſe Preſents compriſed, ſhall be ſole ſeiſed in his own right, and to his own uſe and behoof, as of Fee-ſimple, or Fee-tail, general, or ſpecial, without any condition, or reſtraint of alienation, of, and in all that the Capital Meſſuage, or Mannor-houſe, with the Appurtenances, in *H.* in the ſaid County of *C.* commonly called the Hall of *H.* and of, and in all and ſingular Lands, Tenements, &c. to, and with the ſame Meſſuage, or Mannor-houſe, now, or at any time heretofore, within the ſpace of 40 years laſt paſt, uſually occupied, and accepted, reputed, and taken, as the Demeſne Lands thereunto belonging, ſet, lying, and being in *H.* aforeſaid. And alſo of, and in one Water Corn-Mill, with the Appurtenances in *H.* aforeſaid, commonly called, &c. except the Eſtate of *K. D.* Mother of the ſaid *R. D.* (then follow the grounds excepted,) heretofore aſſured to, and for parcel of the Joynture of the ſaid *K.* for term of her life; And alſo, except the Eſtate of one *R. D.* of, and in 9 Acres, or thereabouts, parcels of the Demeſne of the ſaid Mannor of *H.* which he holdeth for term of his life; *And* alſo, ſhall be ſole ſeiſed in his own Right, of, and in all that the Capitall Meſſuage, or Mannor-houſe, with the Appurtenances in *B.* in the ſaid County of *C.* commonly called the Hall of *O.* and of and in all and ſingular Lands, Tenements, and Hereditaments, to and with the ſame Meſſuage, now or at any time heretofore within the ſpace of 40 years laſt paſt, uſually, &c. ſet, lying, and being in *B.* aforeſaid: And alſo, of and in one Water Corn-Mill, with the Appurtenances in *B.* aforeſaid, commonly called, &c. And alſo, of and in all thoſe his Mannors of *B. R.* and *W.* with their Appurtenances. *And* moreover, of and in all that his Moyety of the Mannor of *B.* with the Appurtenances, in the ſaid County of *C.* And alſo, of and in the Reverſion, and Reverſions of all and ſingular the Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances, heretofore aſſured to,

and

and for the Joynture of the said *K.* Mother to the said *R. D.* for term of her life onely, and expectant immediately upon the death of the said *K. And furthermore*, of and in all and singular other the Mannors, Messuages, Lands, Tenements, and Hereditaments of the said *R. D.* set, lying, and being in the said County of *C.*

And the said *R. D.* for himself, his Heirs, *&c.* doth Covenant, *&c.* to and with the said R. W. his Heirs, *&c.* and to and with every of them by these Presents, that all the said Mannors, Messuages, Lands, *&c.* with the Appurtenances, covenanted to be assured, according to the true meaning of these Presents, now be, and shall remain and continue for ever, of the ancient yearly Rent of, *&c.* of lawfull, *&c.* over and above all Charges and Reprises.

And the said *R. D.* for himself, his Heirs, *&c.* and every of them, doth Covenant, *&c.* to and with the said R. W. his Heirs, *&c.* and to and with every of them by these Presents, that all and singular the said Mannors, Messuages, Lands, Tenements, Reversions and Hereditaments, now void, or clearly discharged, from time to time, at all times hereafter, shall be well, and sufficiently saved harmless by the said *R. D.* his Heirs, *&c.* of, and from all manner of former Bargains, Sales, Gifts, Grants, Alienations, Devises, Intails, Joyntures, Dowers, Uses, Leases, Rent-charge, Rent-seck, Arrearages of Rent, Annuities, Recognizances, Statutes-Merchant and of the Staple, Judgments, Executions and Conditions, Forfeitures, Intrusions, and of, and from all other charges, titles, troubles, and incumbrances whatsoever, heretofore had, made, or done, or hereafter to be had, made, and done by the said *R. D.* or by any other person or persons, by his act, meanes, consent, or procurement (except the Rents, Customs, and Services, henceforth to be due to the chief Lord, or Lords of the Fee, or Fees thereof.) *And* also, except the Dower and Title of Dower of *M.* now Wife of the said *R. D.* of, in, or to the Premises, or any of them. *And* also except all and singular Leases, not exceeding the term of three lives or under; and all and singular Leases for the term of 21 years, or under, whereupon the ancient and usual Rents, or more, be reserved, and shall continue payable during such term, whereupon the same be reserved to such person, or persons, to whom the Reversion, or Reversions thereof, by these Presents are appointed. *And* also except one Lease, Demise, or Grant, heretofore made by the said *R. D.* to *T. D.* his younger Son, of one Messuage, with the Appurtenances in *B.* now, or late in the occupation of *R. M.* and of the Lands, Tenements, and Hereditaments, to and with the same, usually occupyed for the term of 100 years, to begin immediately from, and after the death of the said *K.* if the said *T.* so long shall live; whereupon, the yearly Rent of 20*l.* 8*s.* is reserved, and yearly payable during that term, to the said *R. D.* and his Heirs. *And* also except one other Lease, Demise, or Grant heretofore made by the said *R. D.* to, *&c.* *And furthermore*, the said *R. D.* for him and his Heirs, doth Covenant to and with the said R. W. his heirs, &c. that he the said *R. D.* before the said first day of *M.* next following, after the day of the date of these Presents (if the said Marriage be had and solemnized) by his sufficient Deed indented, shall well and sufficiently convey, and assure by Feoffment, where Feoffment may be lawfully made; and by other assurance sufficient where Feoffment

estate cannot be lawfully made to the said *G.S.* &c. all and singular, the said Manors, Messuages, Lands, Tenements, Reversions, Services, Rents and Hereditaments, to the onely and several uses, intents and behoofs, and under such Proviso, Condition, Limitation, Restraint and Liberty, as hereafter in these Presents be specified and limited, and to no other use, intent, or behoof, nor under any other Proviso, Condition, Limitation, Restraint or Liberty (that is to say) of and in the said Messuage, with the Appurtenances, called the Hall of O. and of, and in all the said Lands, Tenements and Hereditaments, to and with the same Messuage, usually occupyed and reputed, and taken, as the Demeine Lands, belonging to the said Messuage as aforesaid: *And* also of, and in the said Water Corn-Mill, called, &c. to the use and behoof of the said *R.D.* for, and during all his natural life, without impeachment of Waste, and after his death, to the use and behoof of *M.* now Wife of the said *R. D.* for, and during all her natural life, in name of part of her Joynture, and from and after her death, to the use and behoof of the said W.D. Son of the said R.D. for, and during all his natural life, without impeachment of Wast, and from and after his death, to the use and behoof of the said E. W. for, and during her natural life, and from and after her death, to the use and behoof of the Heirs Males of the Body of the said W.D. the Son, upon the Body of the said *E.* lawfully begotten, or to be begotten; And for default of such Issue, to the use and behoof of the Heirs Males of the Body of the said W. D. the Son, lawfully begotten, or to be begotten; and for default of such Issue, to the use of the Heirs Males of the Body of the said *R.D.* lawfully begotten, or to be begotten; and for default of such Issue, to the use of the Heirs Males of the Body of the said *J.D.* Father of the said *R. D.* lawfully begotten; and for default of such Issue, to the use of the right Heirs of the said *R. D.* for ever. *And* of, and in all those Messuages, Lands, *&c.* Scituate, lying, and being in *B.* at W. aforesaid, in the several Tenures or Occupations of R.W.S.W. *&c.* (naming all the Tenements then say.) And the Rents and Reversions thereof, to the use and behoof of the said *R.D.* for, and during his natural life, without impeachment of any manner of Wast; And after his death, then to the use and behoof of the said *M. D.* now Wife of the said R.D. for and during, *&c.* for, and in name of her full and perfect Joynture, and in full recompence of all her Dower: And from and after her decease, then to the onely use and behoof of the said W.D. and of the Heirs Males of his Body, upon the Body of the said *E.* lawfully begotten, or, &c. And for default of, &c. then to, &c. of the heirs Males of the Body of the said W.D. begotten, and &c. then to the use of the heirs Males of the Body of the said *R.D.* begotten; and for &c. then &c. of the Heirs Males of the Body of the said J.D. the Father begotten, and for, &c. then &c. of the said R. D. for ever.

And that all and every Estate, Assurance, Conveyance, to be had or made as aforesaid, of all those Messuages, Lands, &c. with the Appurtenances in B.R. W.B. &c. in the said County of *C.* now or late in the several Tenures or Occupations of W.B. &c. (rehearsing all the Tenements names, then say,) And of all the Rents and Reversions thereof, shall be to the onely use of the said R.D. [running over the States aforesaid.]

Provided always, That if it shall happen, the said W. D. Son of the said R. D. to dye without Issue either in life, or Issue dead, or begotten, and not born of his Body, upon the Body of the said E. W. lawfully begotten, that then all and every the use and estate before limited, to the said E. W. of all the said Messuages, Lands, &c. shall cease and be voyd. *And* that then, and from thenceforth, all the said Messuage, &c. so to her limited as aforesaid, shall be to the use of the said *R. D.* for, and during all his natural life, without impeachment of Wast: And from and after his death, to the use of the said W. D. Son of the said R. D. and of the Heirs Males of his Body, lawfully begotten: *And* for default of such Issue, &c.

Provided also, that the said *M. D.* at all time and times, after the death of the said R. D. within the space of 3 moneths next after, upon reasonable request to be made by the said W. D. or by his Heirs Males, or by the said E. W. or by any other person or persons, to whom any of the said Mannors, &c. are limited in Remainder as aforesaid, at his, and their own costs and charges in the Law, shall do and suffer, or cause, &c. all and every such reasonable Act, Thing, and Demise, for the releasing, extinguishment, and avoiding of all the Estate, and Title, of Dower of the said *M.* of, in, or to all and every of the said Mannors, Messuages, Lands, &c. or any of them, as shall be reasonably advised, or devised by the said W. D. or his Heirs Males, or by the said E. W. or by any other of the said person or persons before named, in Remainder as aforesaid, or else all, and singular, the said use and estate before in these Presents limited to the said *M.* as aforesaid, shall utterly cease, determine, and be void in the Law, any sentence, clause, matter, or thing in the said Presents, in any wise expressed or contained to the contrary, in any wise notwithstanding. But the said *M.* shall not be compelled to travel out of the said County of C. for the making of any such Assurance as aforesaid. And of, and in all and singular, other the Mannors, &c. of the said *R. D.* whereof no certain use is before in these Presents declared, to the onely use of the said *R. D.* for, and during all his natural life, without impeachment of Wast: And from, and after his death, to the use of the said *W. D.* the Son, and of the Heirs Males, &c. *And* for default of such Issue, to the use of the Heirs Males of the Body of the said W. D. the Son, lawfully begotten, and for default of such Issue, to the use of the Heirs Males of the Body of the said *R. D.* &c. as aforesaid.

Provided also, and the true intent and meaning of these Presents, and of all the said parties to these Presents, is, that if the said W. D. the Son, at any time, during the life of the said E. W. or after her death, having any Issue Male in life of his Body, upon the Body of the said E. W. lawfully begotten, continuing in life, shall at any time or times hereafter, by any open, publick, or overt Act or Deed, attempt, practise, or go about to bargain, sell, exchange, grant, give, or convey all, or any of the said Mannors, &c. to any person, or persons, whereunto, or whereby the said Mannors, &c. or any of them, may, or shall be discontinued, avoided, or altered in any other manner, then in these Presents is specified, that then, and from thenceforth, all and singular, the Estate, Right, Title, and Interest of the said W. D. the Son, attempting, &c. shall utterly cease, &c. as though the said W. D. the Son, were already dead.

And

And that then, and from thenceforth, all and singular the said Mannors so attempted, &c. so to be discontinued, &c. as aforesaid, shall wholly come, be, and remain for and during all the natural life of the said *W. D.* the Son, unto the next person and persons, to whom the same, next after, in, and by these presents before are limited and appointed, in such and the same manner and sort, as if the said *W. D.* the Son were already dead, any Sentence, Clause, &c. herein contained, &c. And that then, and from thenceforth, the said *G. S.* &c. (naming the Feoffees,) and their Heirs, and the Survivor of them, and his Heirs, shall stand and be seized, of and in all and singular the said Mannors, &c. so attempted, &c. to be discontinued, &c. to the use and behoof of such person and persons, to whom the same before, in these presents, are limited and appointed, in such and the same manner, &c. as if &c. were already dead.

Provided, &c. That it shall and may be lawful, to and for the said *R. D.* at all and every time and times, during his natural life; *And* also to and for the said *W. D.* the Son, after the death of the said *R. D.* at all and every time and times, during his natural life, to make such and so many several Leases, Demises, or Grants, as either of them shall please, not exceeding the term of 3 lives, or 21 years, from the time of the making of any such several Lease, &c. of all and every, and of so many of the said Messuages, Lands, &c. or such or so many thereof, as any of them shall please, (except the said Capital Messuage, called the Hall of *H.* and the Demesne Lands therewith usually occupyed, *O.* is excepted &c. And except so many of the said Messuage Lands, &c. as before are assigned, for the Joynture of the said *E. W.* whereof the said Tenement, with the Appurtenances, in the Tenure of the said *R. L.* to be one as shall amount to the ancient yearly Rent of 10 *l.* so as upon every such Lease or Demise, there be duly reserved such, and so much Rent yearly, or more, payable at 2 usual Feasts of the year, as by the more space of 21 years, heretofore hath been reserved and paid, so as the said Rent may be paid yearly, during the said term, accordingly in such and the same manner and sort, to such person and persons, to whom the Reversion and Reversions thereof, according to the said several uses before declared, shall appertain.)

Provided also, and the true intent and meaning of all the said Parties, is, that it shall and may be lawful to and for the said *R. D.* by his Deed or Writing, under his Hand and Seal, subscribed in the presence of 4 persons at least, to grant, limit, and appoint, and to discharge any of the said Premisses (except the Lands, &c. appointed for the Joynture of the said *E. W.* with one Rent charge, or yearly payment of 40 *l.* with clause of Distress yearly payable to such Woman, as the said *R. D.* shall hereafter take to his Wife, for and in name of her Joynture, and for and during the natural life of every such Woman:) And the true intent and meaning of all the said parties &c. This Clause is, that the Feoffees shall stand seized, and shall distrain according to such Deed or Writing. Then comes in a *Proviso*, that *R. D.* may charge any of the Premisses, with an Annuity or Rent-charge, for any Son hereafter to be begotten.

Provided likewise, and the true intent, &c. That it shall and may be lawful to, and for the said *R. D.* to charge any of the said Premisses (except the said Messuages, Lands, &c. before appointed for the Joynture of the said *E.* with any

Annuity or Rent-charge of 6 *l.* 13 *s.* &c. yearly payable at two usual Feasts in the year, to every of the Sons which he shall hereafter beget on the body of the said *M.* his now Wife, or of any other Wife, or Wives, and of the same Annuity or Rent-charge, to make any Grant or Grants, by his Deed or Deeds, to every of his said Sons hereafter, to be begotten with usual and sufficient clause or words of distress and sum of money (*Nomine pœnæ*) for non-payment thereof, or of any part thereof, the same to be yearly paid at two or more Feasts in the year, at the will and pleasure of the said *R. D.* the same Annuity or Annuities, &c. to commence and begin onely after the death of the said *R. D.* and to have continuance severally, onely for and during the several natural lives of the said several Son or Sons of the said *R. D.* so hereafter to be begotten.

Provision for Daughters.

Provided furthermore, and the true intent, *&c.* That it shall and may be lawful to and for the said *W. D.* the Son, to charge any of the said Premisses, (except the said Messuages, Lands, *&c.* before appointed) for the Joynture of the said *E. W.* with several Annuities, or yearly Rents, charges of the sum of &c. for the several preferment of every of his younger Son or Sons, for and during the several natural life or lives of every such Sons, with Clause of distress (*Nomine pœnæ.*)

Provided also, and it is further concluded, *&c.* that if it happen the said *R. D.* to dye, having at his death one onely Daughter of his body lawfully begotten, the same Daughter not marryed before the time of his death; or one onely Daughter being marryed in the life-time of the said *R. D.* and any part of her Marriage-money at the time of his death unpaid; that then, for the advancement and preferment of such Daughter, if the said *R. D.* by any Act, Deed, or Word, so shall appoint in his life-time the said *W. D.* the Son, and the Heirs-Males of his body; and for default of such Issue, then every other person intitled to have the possession of the said Capital Messuage, called the Hall of *H.* by vertue of any limitation, or by reason of any Use declared in these presents, shall truly pay, or cause to be paid to such onely Daughter, her Executors or Assigns, the full sum of 40 *l.* of &c. yearly at, in, or upon the 20th day of *J.* and the 20th day of *D.* by even Portions, at or in the *South*-door of the Parish-Church of &c. the same payment to begin at such time as the said *R. D.* shall appoint; and, for default of such appointment, at such of the said payable days, which shall first happen, after the death of the said *R. D.* and so to continue, untill such yearly payment of 40 *l.* shall amount and arise to such a sum of money, as will extend to pay to such onely Daughter of the said *R. D.* at the time of the death of the said *R. D.* shall be unmarryed, the full Sum of 500 *l.* of &c. and also to continue until such yearly payment of the Sum of 40 *l.* shall amount and arise to such sums of money, as will extend to pay to such onely Daughter of the said *R. D.* marryed in his life-time; and any part of her Marriage-money, then unpaid, the rest and residue of all such Marriage-money, as shall then remain unpaid, if such sum of money as the said *R. D.* shall have promised or Covenanted to be paid in Marriage with that onely Daughter, do not exceed the sum of 500 *l.* of &c. and if the said *R. D.* shall happen to have more then one Daughter at the time of his death, the same Daughters, or any of them

them not married before the time of his death, or the same Daughters, or any of them being married, and her or their Marriage-money in part, or in all unpaid, at the time of the death of the said *R. D.* (if the said *R. D.* by any Act, Deed, or Word, so shall appoint in his life-time; that then for the advancement and preferment of every such Daughter, the said *W. D.* the Son, and the Heirs-Males of his body; and for default of such Issue, then every other person then intitled to have the possession of the said Capital Messuage, called &c. by vertue of any limitation, or by reason of any Use before declared in these presents, shall truly pay, or cause to be paid to every such Daughter, her Executors and Assigns, the full sum of &c. yearly at, in and upon, *Ut supra*, the same payment or payments, to begin at such time as the said *R. D.* shall appoint; and for default of such appointment, at such of the said payable days, as shall first happen after the death of the said *R. D.* and are to continue until such yearly payment of 40 *l.* shall amount and arise to such sums of money, as will extend to pay to every such Daughter of the said *R. D.* which before the time of his death shall not be married, the full sum of 400 Marks of &c. and also to continue until such yearly payment of 40 *l.* shall amount and arise to such sums of money, as will extend to pay to every such Daughter of the said *R. D.* being married before the death of the said *R. D.* or any part or parcel of their or any of their Marriage-money unpaid, the rest and residue of the said Marriage-money, as shall then remain void, if such sums of money as the said *R.* shall have promised or covenanted to pay or give in Marriage, with such Daughter or Daughters, do not exceed the sum of 400 Marks apiece. (*The Proviso for* W. D. *Daughters is to the same purpose.*)

And it is fully agreed by, and between all the said Parties to these presents, that it shall and may be lawful, as well to the said *R. D.* as also to the said *W. D.* the Son, for the further assurance of the true payment of the said several Sums of money, to their said several Daughters as aforesaid, to make any manner or manners of Grants, Annuities, or any Assurance or Assurances with such, and so many Penalties, Distresses, Forfeitures of Sums of Money, or otherwise liable unto the said Mannor of *H.* with the Appurtenances, as to either of them, or to either of their Councel learned in the Law shall seem good, and the same to be of full force and effect in the Law, according to the Contents thereof. But the true intent and full purpose of all the said parties to those presents, is of none of the said portions of money to be limited or granted to any of the Daughters of the said *W. D.* shall be levyed, or attempted to be levyed, during the life of the said *R. D.* neither yet until such time, as all the said portion of money, to be levyed to and for these Daughter and Daughters of the said *R. D.* as aforesaid, be or may be fully satisfied and paid as aforesaid.

Provided furthermore, and the true intent and meaning of these presents, and of all the said parties to the said presents, is, That if the said *R. D.* or the said *W. D.* at any time hereafter, during their, or either of their lives, shall be taken prisoner in manner of Wars; or if the said *R. D.* or *W. D.* at any time hereafter, during their, or either of their natural lives, may not, or cannot, in and with the sincerity and purity of Christian Conscience, openly and publikely confess and profess the blessed Name of Christ Jesus, and the glorious Gospel, safely and

quietly within this Realm of *England*, without danger of their, or either of their lives, restraint of liberty, or loss of Goods or Chattels; that then, and in such case, it shall and may be lawful, as well to and for the said *R. D.* as also to and for the said *W. D.* for their, or either of their Redemption, Ransom, or Maintenance, absolutely or conditionally, to bargain, sell, give, grant, discontinue, alter, or change any of the said Premisses, to any person or persons, not exceeding the yearly value of 10 *l.* of yearly Rent of Assise, and not being Mannor-house, Demesn-Lands, Mills or Mills, or the Appurtenances thereof, nor being any of the said Messuage, Lands &c. appointed for the Joynture, or increase of Joynture, of the said *E.* Any thing in the said *Provisoes* to the contrary notwithstanding.

[*Then next followeth Covenants, That* R. D. *and* M. *his Wife, will at any time hereafter, within* 5 *years, make better Assurance of all the Premisses, at the cost of the said* R. W. *his Heirs,* &c. *being not compelled to travel out of the County for making thereof.*]

Provided lastly, and the true &c. is, That if it happen the said *E. W.* after Marriage between her, and the said *W. D.* to die; that then it shall and may be lawful to the said *W. D.* the Son, after the death of the said *R. D.* or to the said *R. D.* during the life-time of the said *R. D.* to limit and appoint, to all and every such Woman or Women, other then the said *E. W.* as hereafter shall be Wife or Wives of the said *W. D.* or to any other person or persons, to the use of such Woman, any of the said Premisses (except the said Messuage called the Hall of *H.* and the Demesn Lands, therewith usually occupyed, and except the Lands appointed for the Joynture of the said *M.* during her life) for and during her or their natural life or lives, for and in the name of her or their Joynture, so as the same exceed not the value of 100 Marks yearly. *And* it is further concluded &c. and the true intent &c. is, that all and every Demise, Lease, Grant, Alienation, Charge, Appointment, Estate, Assurance, and Conveyance whatsoever, hereafter to be had, or made of the said Mannors, &c. with their Appurtenances, or of any parcel thereof shall be, and that the Parties to the same, and their Heirs, shall stand and be seized of the said Mannors, &c. whatsoever in form aforesaid, to be demised, leased, granted, aliened, charged, or appointed, as before in the said Presents is declared, to such onely use, intent, purpose and limitation, as is aforesaid, during the continuance of every such Lease, Grant, &c. according to the true intent, meaning, and effect, of these Presents, and to none other use, intent, purpose, or limitation, any thing in these Presents contained to the contrary in any wise notwithstanding. *In witness whereof, the parties aforesaid,* &c.

Covenants

Covenants, Conditions, and Proviſoes, in Conveyances, for ſettlement of Eſtates.

This Indenture, &c. Between *R. M.* of &c. of the one part; and *M. W.* widow of the other part, *witneſſeth, &c.* That the ſaid *R. M.* doth Covenant, &c. that the ſaid Conveyances, and Aſſurances, ſo to be had, made and executed, ſhall be, *&c.* and that the ſaid *F. &c.* and their Heirs, *&c.* ſhall ſtand and be ſeized of the Premiſſes, *&c.* to the ſeveral uſes, intents, and purpoſes, and under the Conditions, Proviſoes, Covenants, and Agreements hereafter, in or by theſe preſents, ſet forth, limited, mentioned, or declared, according to the true meaning of theſe preſents, and to no other uſe, *&c.* that is to ſay, of all and ſingular the ſaid Mannor of *C.* with the Appurtenances, and of all the Lands, Tenements, Rents, Reverſions, Services, Hereditaments, and Premiſſes, *Cum pertin.* in *C.* to the uſe of *R.* the Father, and *M.* his Wife, for and during the term of their 2 natural lives, and of the longer liver of them (without impeachment of waſte, during the life of *R.* only) and after the deceaſe of *R.* and *M.* his wife, then to the uſe of *R.* the Son, and of the Heirs-Males of his body; and for default of ſuch Iſſue, then to the uſe of the Heirs-Males of the body of *R.* the Father *legitimè procreat.* and for default, *&c.* to the uſe of the right Heirs of *R.* the Father for ever. *And* of the ſaid Mannor of *S.* and *G. M. Cum pertin.* and of all his Lands, Tenements, Rents, Reverſions, Services, Hereditaments, and Premiſſes, in *S.* and *G. M.* aforeſaid, to the uſe of *R.* the Son, untill the day of the Solemnization of the ſaid Marriage; And after the ſaid Marriage ſolemnized then to the uſe of *R.* the Son, and the ſaid *A.* and of the Heirs-Males of the body of *R.* the Son lawfully to be begotten; and for default, *&c.* then to the Father, and the Heirs-Males of his body; and for default of ſuch Iſſue, then to the uſe of the right Heirs of *R.* the Father for ever, and of the ſaid Mannor of *M.* with the Appurtenances, and of all the ſaid Lands, Tenements, Rents, Reverſions, Services, and Hereditaments in *M.* aforeſaid, with the Appurtenances, to the uſe of *R.* the Father for life, without impeachment of Waſt, and after his deceaſe, then to the uſe of *R.* the Son, until the ſaid Marriage had, and after to the uſe of *R.* the Son, and of the ſaid *R.* and of the Heirs-Males of the body of the ſaid *R.* the ſame lawfully begotten, and to be begotten; and for default, *&c.* then to the Heirs-Males of the body of *R.* the Father lawfully *&c.* and then to the right Heirs of *R.* the Father: all which Premiſſes in *S.* great *M.* and *M.* aforeſaid limited and appointed, to be aſſured and conveyed to thoſe of *A.* are meant and intended to and for the Joynture of *A.* of the Mannor, Meſſuages, Lands, Tenements, and Hereditaments, of *R.* the Son, and of the ſaid Mannor of *C.* and *S. Cum pertinent.* and of all and ſingular the ſaid Lands, Tenements, Hereditaments, and Premiſſes in *C.* and *S.* aforeſaid, *Cum pertinent.* to thoſe of *R.* the Father for life *Abſq; impetitione vaſti*, and after to *R.* the Son and Heirs-Males of his body *&c.* and then to the Heirs-Males of the body of *R.* the Father, and then to the right Heirs of *R.* the Father for ever. Limitation of Uſes and Eſtates.

Proviſo for a ſecond Life.

Provided always, and it is concluded and agreed by and between the ſaid parties to theſe preſent Indentures, for them and their Heirs, by theſe preſents, that if the ſaid *R. M.* the Father, ſhall fortune to over-live the ſaid *M. M.* his Wife, and do after intend to marry again; that then, and from thenceforth, it ſhall and may be lawful to and for the ſaid *R. M.* the Father, at all times, during his natural life, to aſſign, limit, or appoint ſuch and ſo much of the ſaid Mannor of *C.* with the Appurtenances, and of the ſaid Lands, Tenements, Rents, Reverſions, Services, Hereditaments, and Premiſſes in *C.* aforeſaid (other then, *&c.*) *ut infra*, or the uſe thereof, as he the ſaid *R.* the Father ſhall think convenient; ſo that the ſame exceed not the clear yearly value of 100 *l.* by the year, over all Charges and Repriſes, to the uſe of any woman, who ſhall for time to come be his lawful wife at the time of his deceaſe, for and during the natural life of any ſuch wife, for and in the name of her Joynture; So that the Eſtate of ſuch wife or wives be not made or occupyed, to be without impeachment of Waſt: And that from and after every ſuch uſe, limitation, or appointment, ſo had or made to, or of any ſuch wife, all and every the ſaid Aſſurances and Conveyances of the Premiſſes in *C.* aforeſaid, ſo to be had, made, or executed, as is aforeſaid, concerning ſuch and ſo much thereof onely, whereof any ſuch aſſignment, appointment, or limitation, by virtue of this *Proviſo*, ſhall be ſo had or made, ſhall be. *And* the ſaid *F. D. &c.* and their Heirs, and the Survivors and Survivor of them; any his and their Heirs, ſhall ſtand and be ſeized thereof, to the uſe of ſuch wife, for and during her natural life, according to the true meaning of ſuch limitation and thing in theſe preſents contained, to the contrary thereof, in any wiſe notwithſtanding. *And* after ſuch Uſe or Eſtate ended or determined, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with ſuch Remainders over, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been, if no ſuch limitation or appointment, by virtue of this Proviſo had been made, limited, or appointed.

Liberty for preferment of younger Sons of R. the Father.

Provided alſo, and it is likewiſe concluded and agreed by and between the ſaid parties to this preſent Indenture, for them and their ſeveral Heirs by theſe preſents, that it ſhall and may be lawful, to and for the ſaid *R.* the Father, at any time or times during his natural life, by his Writing or Writings Indented, under his Hand and Seal, to aſſign, limit, or appoint the ſaid Mannor of *S.* with the Appurtenances, and all the ſaid Lands, Tenements, Hereditaments, and Premiſes, in *S.* aforeſaid, with the Appurtenances, or any part or parcel thereof, to his younger Sons or to any of them, at his pleaſure, for and during the term of the natural lives, or of the natural life or lives of any of them, to and for their preferment in living, and after the deceaſe of them, or any of them, to whom any ſuch limitation ſhall be ſo made, then to the uſe of any woman or women, which ſhall be lawful wife or wives to any of them, at the time of his or their death, for and during the term of her or their natural life or lives, (ſo that the ſame be not made without impeachment of Waſt) for and in the name of the Joynture of ſuch wife or wives.

And that from and after every ſuch limitation or appointment ſo made, all and every the ſaid Aſſurance and Conveyance of the Premiſſes in *S.* aforeſaid, ſo to be had, made, or executed, as is aforeſaid, concerning ſuch and ſo much

there-

thereof onely, whereof any such limitation or appointment shall be so had or made, shall be. And the said *F. L.* &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand and be seized thereof, to the several use and uses of every such younger Son, Wife, or Wives, to whom any such limitation shall be so had or made, for and during his, her, and their natural life and lives, according to the true meaning of such limitation: any thing in these presents, to the contrary thereof in any wise notwithstanding. And after such use or uses, estate or estates, ended or determined, then to the use of every such person and persons, and in such manner and form, and with all such Remainders over, Uses, and Limitations, : And under all and every such Conditions and Provisoes, as the same should have been, if no such Assignment, Appointment, or Limitation, by force of this Condition, had been thereof made or appointed.

Provided also, and it is likewise covenanted, concluded, and fully agreed by and between the said parties to these Indentures, for them and their Heirs by these presents, that it shall and may be lawful to and for the said *R. M.* the Father, by his Writing indented, under his Hand and Seal, to assign, limit, and appoint his Capital Mansion house of *M.* aforesaid, and the Lands and Tenements commonly accounted, used, or occupyed his Demesne Lands to the said Capital Messuage belonging or appertaining, to the use of the said *M.* his now wife, for term of her natural life, reserving and appointing the yearly Rent of 10 *l.* of lawful money of *England*, to be paid for the same, from and after the death of the said *R.* the Father, yearly, during the life of the said *M.* at the Feast of the *Annunciation* of St. *M.* &c. by even portions, at the said Capital Messuage of *M.* aforesaid, to the said *R. M.* the Son, and *A.* and the Heirs-Males of the body of the said *R.* the Son, lawfully begotten; and after to such person and persons, as by the Limitation aforesaid, shall have the same House and Demesne; the first payment thereof to begin, at such of the said Feasts as shall first happen, after the decease of the said *R.* the Father. And that from and after such Limitation and Appointment so had or made, the said Assurances and Conveyances shall be; and the said *F.* &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs shall stand and be thereof seized, to the onely use of the said *M.* and her Assigns, according to such Limitation, as shall be so had or appointed: So that the said *M.* and her Assigns, do pay or cause to be paid yearly, during her life, the said Sum of 40 *l.* in manner and form before-mentioned, expressed, and appointed; And after the death of the said *M.* or of the determination of her said Estate, or use therein by any ways, then to the use of the said *R. M.* the Son, and of the said *A.* and the Heirs-Males of the body of the said *R.* lawfully begotten, and after to the use of such person and persons, and in such manner and form, and with all such Remainders over, Uses, and Limitations, and under all and every such Conditions and Provisoes, as the same should have been, if no such Assignment, Appointment, or Limitation, by Force of this Proviso, had been thereof made or appointed, any thing &c.

Liberty to assign Lands to his Wife for life, under a yearly Rent, &c.

Provided

Provided alſo, and it is likewiſe concluded and fully agreed, by and between the ſaid parties to theſe Indentures, for them and their ſeverall Heirs, by theſe preſents, where the ſaid *R. M.* the Father, by one Indenture tripartite, made between the ſaid *R. M.* the Father, of the one part, and *T. S.* Eſq, of the 2d part and the Right Honourable *S.* Kt. Chancellour of the Dutchy &c. of the 3d part, bearing date 18 *M. An.* 19. hath granted to the ſaid *T. S.* one Annuity or yearly Rent of 100 l. by year, iſſuing out of the ſaid Mannor of *C.* from the day of the date of the ſaid Indenture, for and during the term of 10 years then next following, as by the ſaid Indenture more fully and at large doth and may appear.

For the preferment of Daughters &c by *R.* the Father.

That for the advancement and preferment of ſuch Daughters of the ſaid *R. M.* the Father, as ſhall not be married before the deceaſe of the ſaid *R.* the Father, the ſaid *R.* the Son, and the Heirs Males of his body, and for default of ſuch iſſue, ſuch other perſon and perſons, to whom the ſaid Mannor of *C.* with the Appurtenances, ſhall or ought to come, after the deceaſe of the ſaid *R.* the Father in tayl, according to the limitation of theſe preſents, ſhall yearly, after the deceaſe of the ſaid *R.* the Father, and after the end of the ſaid 10 years, pay, or cauſe to be paid the ſum of 100 l. of lawful money of *England*, yearly, unto ſuch of the ſaid Daughters as ſhall not be married before the deceaſe of the ſaid *R.* the Father, untill every ſuch Daughter ſhall have received the ſum of 200 l. a peice, for and toward her, and their, preferment in Marriage; or otherwiſe, the ſame to be yearly paid at the Mannor Houſe of *C.* aforeſaid, upon the Feaſt daies of the *Annuntiation*, and St. *M.* &c. by even portions: *And*, if it happen any default to be had or made of or in the ſaid payment of 100 l. by year, as is aforeſaid, that then from and after any ſuch default, the ſaid Aſſurances and Conveyances ſhall be in the ſaid *F. L.* and the ſaid *F. L. P. W. T. M.* and *A. M.* and their Heirs, and the Survivor and Survivor of them and his and their Heirs, ſhall ſtand ſeiſed of all ſuch part and parcell of the ſaid Mannor of *C.* and of the ſaid Premiſſes in *C.* (ſaving the Mannor-Houſe and Parke in *C.* aforeſaid, with the Appurtenances) not exceeding the cleer yearly value of 100 l. by year, as the ſaid *R. M.* the Father, ſhall by Writing under his hand and Seal, in his life time, or by his laſt Will and Teſtament in Writing expreſſe and appoint: To the uſe of every the ſaid Daughter and Daughters, which ſhall not be married before the death of the ſaid *R.* the Father, untill every of them, of the Iſſues, and Profits thereof, and of ſuch part of the ſaid ſum of 200 l. a piece as the ſaid *R.* the Son, his Heirs or Aſſignes, ſhall before that time have paid, ſhall have received and had, or conveniently might have received and had the ſaid ſum of 200 l. of lawfull money of *England*, and after every ſuch Eſtate and Uſe ended, then to the uſe of every ſuch perſon and perſons, and in ſuch manner and form, and with ſuch Remainders over, Uſes, and Limitations, and under all and every ſuch Conditions and Proviſoes, as the ſame ſhould have been if no ſuch Aſſignment, or Limitation had been thereof made any thing &c.

Liberty to make Leaſes of Lands uſually letten.

Provided likewiſe, and it is alſo Covenanted &c. *Vt ſupra*, that it ſhall and may be lawfull to and for the ſaid *R. M.* the Father, at any time or times, during

during his life by his Writing-Indenture to be made between him and any other person or persons, to Lease, Grant, and Demise any part or parcel of the Premisses, before time usually demised or leased (the said Lands, Tenements and Hereditaments in *S.* great *M.* and *M.* onely excepted) to any person and persons, at his pleasure, so that every such Lease and Grant be made of Lands, and Tenements, in Possession and not in Reversions, and so that no such Lease or Grant be made without impeachment of wast, nor for any longer time then for 21 years, or 3 lives, from the date of every such Lease, and so that upon every such Lease, the old Accustomed Rent or more be reserved and yearly payable during the terms therein contained at the Feast dayes usuall, to such person and persons, to whom the use thereof is before by these presents limited; and that after every such Lease to be made, the said Assurance containing every such parcel of the Premisses, as shall be so Leased, Granted, or Demised, shall be; *And*, the said *F. L.* &c. and their Heirs, and Survivors and Survivor of them, and his and their Heirs, shall stand and be seised of all such Lands, Tenements, and Hereditaments Leased to the use of every such Lessee or Grantee, according to the true meaning of every such Lease so long, during the term in every such Lease contained, as the said person or persons, to whom any such Lease shall be made, or his Assigns, doth truly pay the Rent reserved upon his said Lease, at the daies therein for that purpose mentioned, or within 20 daies then next following, to him or them who shall have the use thereof in possession; *And*, after the end of every such Lease, then to the use of every such person and persons, and in such manner and form, and with such Remainders over, Rules, and Limitations, and under all and every such Conditions and Provisoes, as the same should have been, if no such Lease, Assignment, or Limitation, by force of this Proviso had been thereof made, any thing before mentioned, to the contrary thereof in any wise notwithstanding.

Covenant for keeping the Son and his Wife and Children, and in Case of dislike thereof, then to Lease a Tenement for that end.

And, the said *R. M.* the Father, doth further Covenant with the said *M.* by these presents, that the said *R.* of his own costs and charges, from and after the said Marriage, shall and will well and decently keep and maintain the said *R.* the Son, and the said *A.* and all such Children as they shall fortune to have between them lawfully begotten: And shall also keep for the said *R.* the Son, and the said *A.* one Servant-woman, and two Servant-men, with sufficient meat, drink, fuell, lodging. And shall also keep for the said *R.* the Son 3 Geldings, Winter and Summer, during the naturall life of the said *R.* the Father, if the said *R.* the Son, and the said *A.* so long should fortune to live, and will so long accept the same.

And further, that if at any time after the end of 5 years and 6. months, next after the date of these Indentures, the said *R.* the Son, and the said *A.* shall fortune to mislike thereof, or shall better like to keep house themselves, and will refuse the allowance appointed unto them by this Covenant. *Then* the said *R.* the Father, in consideration thereof, and for the better maintenance, shall and will by his sufficient Deed in Writing, Demise, and Lease, unto the said *R.* the Son, one Messuage, Farm, or Tenement in *C.* aforesaid, now in the Tenure, Possession, or occupation of *J. R.* or of his Assigns, and which was before late in the Tenure, or Occupation of one *T. E.* or of his Assignes, with all the Lands,

Tenements

Tenements, and Hereditaments, thereunto belonging, or to or with the same heretofore usually occupied, with all and singular the Appurtenances; *To have* to him the said *R.* the Son, from the end of the said 5 years and 6 months next after the date hereof, or from the time that he shall refuse the said allowance as aforesaid, for and during the term of the naturall life of the said *R.* the Father, the said *R.* the Son, yielding, and paying thereof yearly during the said term to the said *R.* the Father, the yearly Rent of 15 sh. at the terms there usuall: *And*, that the said Messuage, or Tenement, after the said Lease to be made, shall be and continue, during the life of the said *R.* the Father, clearly aquitted, exonerated, and discharged, or otherwise saved harmlesse, of all other Charges and Incumbrances had, made, done or suffered by the said *R.* the Father, (the said 5 l. and 5 sh. onely excepted.)

Covenant for making Annuities to the Sons of *R.* the Son.

Provided always, and it is further agreed by and between the said parties to these presents; *And* the said *R. M.* the Father, doth Covenant and grant, for himself, his Heirs, Executors, and Administrators, to and with the said *M. W.* her Executors, and Administrators, that if it fortune the said *R.* the Son to dye, during the life of the said *R.* the Father, leaving Sons, between him and the said *A.* lawfully begotten, then the said *R.* the Father, shall by his Deeds indented, Sealed with his Seale, whereof the said *R.* shall deliver or cause to be delivered the one part to the said *M.* her Executors, or Administrators, give, grant, limit, and appoint unto every one of the Sons that shall happen to be begotten, of the bodies of the said *R.* the Son, and *A.* (except such as shall be the Heir apparant of the said *R.* the Son) unto every of them severally by his severall Deed or Deeds indented, to be Sealed with his Seal, one Annuity or yearly Rent of 10 l. a piece; *To have and to hold* from the decease of the said *R.* the Son, for and during the life of every such Son, issuing and going out of the said Mannor of *C.* and of all the said Lands, Tenements, and Hereditaments in *C.* aforesaid (saving the said Mannor-House of *C.* and the said Parke of *C.*) to be paid at the Mannor-House of *C.* aforesaid, at the said Feasts of St. *M.* the Arch-angell, and the *Annunciation* &c. by even portions: *And*, that he the said *R. M.* the Father, shall in every of the said Deeds further limit and appoint, that if it happen any default of payment to be had or made, of or in the said severall Annuities or yearly Rents, or any of them, that then the said Estate shall be, and the said *E. L. P. W. T. M.* and *H. M.* and their Heirs, and the Survivor of them, and his and their Heirs shal stand and be seised of, and in so much of the said Lands and Tenements in *C.* aforesaid (except the said Mannor-House of *C.* and the said Park of *C.*) as shall be of the clear yearly value of 10 l. to and for every such Son, to whom any such Gift, Grant, Limitation, or Appointment, shall be so had or made, the said Lands to be expressed and set out in every of the said Deed, in certainty: *To have and to hold* the same to the use of every such Son, unto whom any such default of payment shall be had or made, for and during the term of his naturall life; and after the decease of every such Son, then to the use of every such person and persons, and in such manner and form, and with all such Remainders over, Uses, and Limitations, and under all and every such Conditions, and Provisoes, as the same should have been, if no such new Assignment by virtue of this Proviso had been made.

Provided

Provided also, and it is likewise agreed, *And* also the said *R.* the Father, for himself, his Executors, and Administrators, doth further Covenant with the said *M.* her Executors, and Administrators, by these presents, that if it fortune the said *R. M.* the Son to dye, during the life of the said *R.* the Father leaving Daughter or Daughters, between him and the said *A.* lawfully begotten; That then the said *R.* the Father shall and will by his Deed Indented Sealed with his Seal, whereof the said *R.* the Father shall deliver or cause to be delivered the one part to the said *M.* her Executors, or Administrators, grant, limit, and appoint, that he the said *R.* the Father, and every such person and persons, to whom the said Mannor of *C.* with the Appurtenances, and the said Premisses, in *C.* aforesaid, shall or ought to come after the death of the said *R.* the Father in tayl, according to the limitation of these presents, shall yearly after the end of the said 10 years, mentioned in the said tripartite Indenture, and after the time that the said Sums of Money limited and appointed to be paid to the said Daughters of the said *R.* the Father, shall or may be received, or run up, according to the true meaning, intent, and limitation aforesaid, content and pay, or cause to be paid to every of the said Daughters that shall happen to be begotten of the bodies of the said *R.* the Son, and *A.* then living, the sum of 100 *l.* a piece, for and towards their preferment and advancement, the same to be paid after the rate of 100 *l.* yearly, to every of them orderly, according to their severall ages, at the Mannor-House of *C.* aforesaid, upon the said Feast dales of the *Annunciation* of &c. and St. *M.* the Arch-angell, by even portions, untill every such Daughters shall have received 100 *l.* a piece: *And* that if it happen any default to be had or made, of or in the payment of the said sum of 100 *l.* a piece to every, or any of the said Daughters, or any part thereof, that then the said *F. L.* &c. and their Heirs, and the Survivor of them, and his and their Heirs, shall stand and be seised of and in so much Lands, Tenements, and Hereditaments in *C.* aforesaid (whereof, the said Mannor-House and Park of *C.* aforesaid, to be no parcell) as shall be of the cleer yearly value of 100 *l.* to be likewise expressed and set out in the said Deed in certainty, to the use of every such Daughter of the said *R.* and *A.* for and untill such time as every such Daughter, of the Issues and Profits thereof shall have received and had, or might have received and had, the full sum of 100 *l.* a piece, or so much thereof as shall be behind and unpaid at the time of any such default, for and towards her preferment and advancement as aforesaid; And after to the Use and Uses, of every such person and persons, and in such manner and form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoes, as the same should have been, if no such new Limitation, by vertue of this Proviso, had been thereof had, or made. Covenant for preferring the Daughters of *R.* the Son.

And furthermore, the said *R. M.* the Father, doth Covenant &c. to and with the said *M. W.* her Executors, and Administrators, that the said Mannors, Messuages, Lands, Tenements, and Hereditaments, in *S.* great *M.* and *M.* aforesaid mentioned and appointed to be assured and conveyed to the use of the said *R.* the Son, & *A. W.* for her Joynture as aforesaid, at the Sealing and Delivery hereof, are, and be of the cleer yearly value of, 100 *l.*

over

over and above all Charges and Repriſes; And during the life of the ſaid *A.* ſhall remain and continue of the ſaid yearly value; any thing heretofore done, or hereafter to be done by the ſaid *R.M.* the Father, or any other by his meanes, conſent, or procurement, to the contrary notwithſtanding.

And, that the ſaid *A.W.* and her Aſſigns, if ſhe over-live the ſaid *R.M.* the Son, by virtue of the ſaid Aſſurance to be made as is aforeſaid, ſhall or lawfully may, have, hold, occupy, and enjoy the ſaid Manſion, Meſſuages, Lands, Tenements, and Hereditaments in *S.* great *M.* and *M.* aforeſaid, mentioned and appointed to be aſſured and conveyed to the uſe of the ſaid *A.* for her Joynture, as is aforeſaid, according to the form, intents, limitations, and meanings in theſe preſents contained and expreſſed, quietly and peaceably, without any lawful let, trouble, or interruption of the ſaid *R.M.* the Father, his Heirs and Aſſigns, or any other, claiming by or from the ſaid *R.* the Father, or under his Eſtate (Leaſes made before the Feaſt of St. *M.* the Arch-Angel, laſt paſt, for the term of 3. lives, or under, or 20 years or under, whereupon the accuſtomed Rents and Services, or more, are reſerved and payable yearly to the ſaid *R.* the Father, his Heirs and Aſſigns, during every ſuch term, contained in every ſuch Leaſe, and the ſaid Leaſe or Grants before in theſe preſents limited and appointed to be made of the ſaid Capital Meſſuage of *M.* and the Lands and Tenements commonly accounted, uſed, or occupied, as Demeſne Lands, to the ſaid Capital Meſſuage belonging or appertaining, to the uſe of the ſaid *M.* wife to the ſaid *R.M.* the Father, for the term of her life, whereupon the yearly Rent of 40 l. is, or ſhall be reſerved and payable as is aforeſaid, during the ſaid term, alwayes excepted and foreprized.

In conſideration of which ſaid Premiſſes, the ſaid *M.W.* doth Covenant to pay to *R.M.* the elder 1000 l. of lawful money of *England*, in manner and form following, *viz.* 500 l. before or upon the day of the Marriage of *R.M.* the ſon, and *A.* and 300 l. &c. and 200 l. &c. *In witneſſe*, &c.

An Indenture to lead the uſe of Recovery.

Conſideration.

A Covenant to ſue out a Writ of Entry in the Poſt by a day.

THis *Indenture made* &c. Between *A.B.* of *C.* &c. Gent. of the one part, and *E.F.* of *G.* and *H.J.* of, &c. Gent. and *L.M.* &c. Gent. of the other part, *Witneſſeth*, That for and in conſideration of a good and perfect Aſſurance to be had and made of all and ſingular the Lands, Tenements, and Hereditaments hereafter in theſe preſents mentioned; It is Covenanted, Granted, Condiſcended and Agreed upon between the ſaid Parties by theſe preſents. *And* the ſaid *A.B.* for himſelf, doth Covenant and Grant to and with the ſaid *E.F.* and *H.J.* their Heirs, &c. That he the ſaid *A.B.* ſhall and will before the Feaſt of &c. next enſuing the date hereof, ſuffer the ſaid *E.F.* and *H.J.* to bring and ſue out of the Kings Majeſties Court of *Chancery*, one Original Writ of Entry upon the *Diſſeiſin* in the *Poſt* againſt the ſaid *A.B.* directed to the Sheriff of the County of *L.* returnable before the Juſtices of the Common Pleas at *Weſtminſter*, at a certain day in the ſame Writ to be contained. In which Writ, the

the said *E.F.* and *H.J.* shall demand against the said *A.B.* all the Messuages and Lands called, &c. in the Tenure or Occupation of &c. lying and being in &c. and that he the said *A.B.* to the said Writ shall appear before the said Justices at the day of the return thereof in proper person, or by Attorney lawfully Authorized in the Law; after which said appearance, the said *E.F.* and *H.I.* upon the said Writ shall declare against the said *A.B*: after which Declaration, the said *A.B.* shall make defence, and Vouch the common Vouchee to Warrant, and the said common Vouchee shall thereupon appear before the said Justices, and enter into warranty in his own proper person, and after declare against him according to the nature of the same Writ, and the Vouchee shall imparle, and after such imparlance make default and depart in despite of the Court, to the intent that a good perfect Recovery and Judgment may be had against the said *A.B.* and so over against the Vouchee according to the course of Common Recoveries in that case used, and Judgment and Execution thereupon had by the said *L.M.* &c. their Heirs and Assigns, against the said *A.B.* and all others, by, from or under his Estate and Interest, and after such Recovery, Judgment and Execution had, from thenceforth shall stand and be seised of the said Messuages, Lands, and Tenements, and after the Premisses, with their Appurtenances before mentioned to the only proper use and behoof of the said *A.B.* his Heirs and Assigns, of a good and perfect Estate in Fee-simple, and to no other intent or purpose whatsoever. *In witness, &c.* The tenure of the Writ.

For suffering a Recovery to make a Fee-simple.

THis *Indenture*, &c. between *A.B.* of &c. Esq; on the one part, and *C.D.* of &c. Gent. and *E.F.* of &c. Gent. and *G.H.* and *J.L.* on the other part, *Witnesseth*, That the said *A. B.* party to these presents, is and standeth seised of an Estate of an Inheritance in Fee-Tail general, *viz.* to him, and to the Heirs Males of his body lawfully begotten, with divers Remainders over, of, and in divers Mannors, Lordships, Parsonages, Tythes, Lands, Tenements, and Hereditaments, with the Appurtenances, set, lying and being in the several Counties of *D.* and *S.* and hereafter more particularly named. *And* whereas the said *A.B.* is resolutely determined to clear his said Mannors, Lands, Tenements, and the Estate and Title thereof, of all former Estates and Uses, and Limitations of Uses and Estates, and Uses in Tail which have been thereof formerly made, to the intent and purpose, that the said Mannors, Messuages, Lands, and Tenements, may be established unto the said *A. B.* and his Heirs for ever. And that the said *A.B.* may have a good and absolute Estate in Fee-simple of, and in the same; and also full Power and Ability of all the said Mannor, Lands, Tenements and Hereditaments in these presents specified, to make Estates, and to limit Uses thereof, according as it shall seem good unto him.

Now therefore the said *A.B.* for the more sure and better performance of his intended purpose for himself, his Heirs, &c. and every of them, doth covenant, grant, conclude, condiscend, and fully agree, to and with the said *C.D.* and *E.F.* their A Covenant to assure Lands by a day.

their Executors, &c. and to and with every of them by these presents, That the said *A.B.* shall and will on this side, or before the Feast of, &c. next comming, by his sufficient Deed or Indenture inrolled on Record, or other his Deed of Feoffment in Writing under his hand and Seal, by him the said *A.B.* in his own person, lawfully and perfectly to be executed; Give, grant, convey and assure unto them the said *C.D.* &c. and their Heirs, and the Survivor of them, and his Heirs, all & singular those his Mannors, Lordships, Lands, Tenements, Rents, Reversions, Services, and Hereditaments, with all and singular their Appurtenances, lying and being in &c. and the Reversion and Reversions, Remainder and Remainders of the same. *And* likewise all those his Mannors or Lordships of &c. with all and singular their Appurtenances; To the intent and purpose only, that they the said *C.D.* and *E.F.* & their Heirs and the Survivor of them, may become perfect Tenant or Tenants of the Freehold of the Premisses, so as lawful Recoveries with double Vouchers may be had by the said *G.H.* and *J.L.* or by the Survivor or Survivors of them against them the said *C.D.* and *E.F.* and their Heirs, or the Survivor of them and his Heirs, to, for, and according to the uses, intents, limitations, provisoes, and agreements hereafter in these presents limited, expressed, declared, or intended. And for the better and more perfect declaration of the use, uses, intent, purpose, meaning, cause and considerations as well of the making of the said Indentures, or Deed of Feoffment indented, and the execution thereof: And also of the acknowledging and sufferings of such said Recoveries so thereof covenanted, mentioned, or intended to be had and acknowledged as aforesaid.

The Uses. It is *further* covenanted, granted, and fully agreed, by and between all the said Parties to these present Indentures for them and every of them, and for their and every of their Heirs, that the said Deed of Feoffment, assurances thereof before covenanted to be had and made of the said Premisses, unto them the said *C. D.* and *E. F.* and their Heirs, and the Survivor of them and his Heirs, shall be to the use of the said *C.D.* &c. and their Heirs, for and during, and untill such time as they the said *G.H.* and *J. L.* and their Heirs, or the Survivor of them and his Heirs, shall and may without any fraud or covin, according to the ordinary course of common Recoveries, might have recovered the same Premisses against the said *C.D.* or their Heirs, according to the true meaning of these presents.

And further, it is fully agreed by all the said Parties to these presents, That after such Recoveries had as is aforesaid, as well the said Feoffment and other Assurances, as also all such Recovery and Recoveries so to be had or suffered of and upon the said Mannors and Lordships, and other the said Messuages, Lands, Tenements, and Hereditaments, and other the Premisses, or any part or parcel thereof, according to the true meaning of these presents, by and immediatly after the suffering of the same, shall be and shall be adjudged, construed, and taken to be.

And also, that they the said *G. H.* &c. and their Heirs, and the Survivor of them and his Heirs, shall stand and be seised of, for, and touching all and singular the said Mannors and Lordships, and other the aforesaid Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments, and all other the Premisses,

Premiſſes, with all and ſingular their Appurtenances, and every part and parcel thereof, whereof ſuch ſaid Recovery or Recoveries, ſhall be ſuffered, to and for the only uſe and behoof of the ſaid *A. B.* party to theſe preſents, and his Heirs for ever, and to no other uſe, intent, or purpoſe in any wiſe, any uſe, limitation of uſe, or other Conveyance or Aſſurance thereof formerly made, in any wiſe notwithſtanding.

And laſtly, it is Concluded and Agreed between the ſaid parties; *And* the ſaid *A.B.* for him and his Heirs, doth Covenant and Agree to, and with, the ſaid *C.D.* and *E.F.* by theſe preſents, That if the ſaid Deed of Feoffment ſhall not, or be not perfectly made and executed in part or in all before the ſaid Feaſt of &c. next coming, That then and from and after the ſaid Feaſt-day, the ſaid *A.B.* and his Heirs, & all other perſon and perſons that now are or before the ſaid Feaſt-day ſhall be ſeiſed of the ſaid Mannors Meſſuages, Lands, Tenements, and other the Premiſſes, or any part thereof, for, and in conſideration of the Advancement of the Blood and Iſſues of the ſaid *A.B.* as well Sons as Daughters; and for the intent perfect Recoveries may thereof, and of every part thereof, be ſuffered and had againſt the ſaid *C.D.* and *E.F.* or the Survivor of them, ſhall ſtand and be thereof, or of ſuch part thereof, whereof no ſuch perfect Execution ſhall be had to the uſe of the ſaid *C.D.* and *E.F.* and their Heirs, untill ſuch time as ſuch Recovery or Recoveries ſhall or may be ſuffered and had, as is aforeſaid, and afterwards to the uſe of the ſaid *A.B.* and his Heirs for ever. *In Witneſs*, &c.

The Uſes in caſe the Feoffment be not executed.

For the keeping of a Child and his Portion.

THis *Indenture* &c. between *A.B.* of *C.* in the County of *L.* Gent. of the one part; and *C.D.* of &c. Gent. of the other part, *Witneſſeth*, That the ſaid *A.B.* for divers good cauſes and conſiderations, him thereunto moving, and eſpecially for and in conſideration of the Sum of &c. unto him the ſaid *A.B.* by the ſaid *C.D.* at and before the enſealing and delivery of theſe preſents, well and truly contented and paid, whereof and wherewith the ſaid *A.B.* doth acknowledge himſelf fully ſatisfied, contented and paid: Hath covenanted &c. and by theſe preſents doth covenant, &c. for him, his Heirs, Executors and Adminiſtrators, to and with the ſaid *C.D.* his Executors and Adminiſtrators by theſe preſents, That he the ſaid *A.B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, upon his or their own proper coſts and charges, ſhall and will find and keep at School, or cauſe to be found and kept with ſufficient and wholſome meat, drink, cloaths, books, and lodging, one *O.D.* Son of the ſaid *C.D.* meet and convenient for him to have, from the day of the date of theſe preſents, for and during the term and time of 10 years, from thence enſuing, fully to be compleat, ended, and determined, if the ſaid *O.D.* ſo long ſhall live, and at or in the end of the ſaid 10 years, ſhall and will repay unto the ſaid *C.D.* his Executors or Aſſigns, the ſaid Sum of &c. of good and lawful money of *England*.

Provided always, and it is covenanted, concluded, and fully agreed by and between the ſaid parties to theſe preſents, *And* the ſaid *A. B.* for himſelf, his

Heirs, Executors, and Administrators, doth covenant, promise, and grant, to and with the said *C. D.* his Executors, Administrators, and Assigns, by these presents; That if it please God to call the said *O. D.* out of this transitory life, before the expiration of the said term of 10 years, that then he the said *A.B.* his Heirs, Executors, Administrators or Assigns, or some of them, within one whole year, next after the day of the decease of the said *O. D.* shall and will repay, or cause to be repaid unto the said *C. D.* his Executors, Administrators or Assigns, at one whole and entire payment, the said Sum of &c. without fraud, or further delay. *And also* provided, and it is covenanted, concluded, and fully agreed by and between the said parties to these presents, that if the said *C. D.* his Executors, Administrators or Assigns, at any time hereafter during the said term of 10 years, do, or shall mislike, or find fault with the keeping or finding of the said *O. D.* as aforesaid, and shall give notice or warning thereof unto the said *A. B.* his Executors or Administrators, that then the said *A.B.* his Executors or Administrators, within one whole year next after Notice given as aforesaid, shall, and will re-deliver and pay, or cause to be re-delivered and paid unto the said *C. D.* his Executors, Administrators or Assigns, not only the said Sum of &c. in whole and entire payment: but also the said *O. D.* if he shall be then living.

And further provided, and it is likewise covenanted, concluded, and fully agreed, by and between the said parties to these presents, that if the said *A.B.* his Heirs, Executors, or Administrators, do at any time hereafter during the said term of 10 years, mislike of the keeping, maintaining, and finding of the said *O. D.* as aforesaid; and not only give unto the said *C. D.* his Executors or Administrators, one whole years notice and warning of his or their such dislike: but also do at the end of the said year, well and truly pay or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, at or in &c. as one whole and entire payment, the said Sum of &c. That then, and from and immediately after such notice, warning, and payment made of the said Sum of &c. as aforesaid, he the said *C. D.* his Executors, Administrators or Assigns shall and will disburthen and release the said *A. B.* his Heirs, Executors, and Administrators, and every of them, not only of and from the finding, keeping, and maintaining of the said *O. D.* as aforesaid, but also of the said Sum of &c. as if these presents had never been had or made, any thing before in these presents mentioned to the contrary thereof, in any wise notwithstanding.

And finally, for the sure and true performance and accomplishment of all and singular the Articles, Covenants, Grants, and Agreements above recited, which upon the part and behalf of the said *A.B.* his Heirs, Executors, or Administrators, are or ought to be observed, performed, fulfilled, and kept, the said *A.B.* is contented to stand bound unto the said *C.D.* by his Writing Obligatory, dated with these presents, in the Sum of &c. of good and lawful money of *England*. *In witness, &c.*

In

in Cheshire

For levying of a Fine to ſtrengthen a Leaſe before made in Reverſion.

THis *Indenture*, &c. between *W. D.* of &c. in the County of *L.* Eſq; and *S.* his Wife, of the one part; and *R. B.* of &c. of the other part, *Witneſſeth*, That whereas the ſaid *W. D.* and *S.* his wife, by their Indenture of Leaſe, bearing date, &c. Have Demiſed and let to Farm to the ſaid *R. B.* and his Aſſigns, for the term of 21. years next enſuing, after the death of the Survivor of longer liver of *M.* wife of the ſaid *R.* and *H. L.* Siſter of the ſaid *M*, or from the end of one Leaſe determinable upon their lives, all that one Meſſuage or Tenement, and all Lands, Meadows, Cloſes, Paſtures and Cloſures of Land, Common of Paſture, and Turbary, to the ſaid Meſſuage or Tenement belonging or appertaining, or with the ſame uſually occupied, demiſed, or letten, or accepted, reputed, taken, or known, as part, member, or parcel thereof, ſcituate, lying and being in *B.* aforeſaid, then or late in the Tenure or Occupation of the ſaid *R. B.* for certain yearly Rents and Services to be paid and done for the ſame. Recital of a Leaſe.

And whereas alſo the ſaid *W. D.* and *S.* his Wife, by the ſame Indenture did alſo covenant and grant to and with the ſaid *R. B.* his Executors and Aſſigns, and every of them, to make all ſuch further aſſurance or aſſurances of the Premiſſes, to the ſaid *R. B.* and his Aſſigns, for the term aforeſaid, as ſhould be reaſonably deviſed by the ſaid *R. B.* or his Aſſigns, or his or their learned Councel, as by the ſaid Indenture of Leaſe, it doth and may more at large appear.

Now the ſaid *W. D.* and *S.* his wife, for the accompliſhment of the ſaid Covenant and Grant mentioned in the ſaid Indenture, and for the good and perfect aſſurance of the ſame Premiſſes to the ſaid *R. B.* according to the tenor and effect of the ſaid Indenture, do covenant and grant for them, and the Heirs and Aſſigns of the ſaid *W.* to and with the ſaid *R. B.* his Executors and Aſſigns, that they the ſaid *W. D.* and *S.* ſhall and will at the next Aſſizes, or generall great Seſſions, for Pleas to be holden at *C.* in the County of *C.* before the Kings Majeſties Juſtices, or their Deputies there for the time being, levy and acknowledg a Fine with Proclamations to *T. R.* and *J. A.* Yeomen, of the ſame Premiſſes, by the name of one Meſſuage, one Garden, 20. Acres of Land, 10. Acres of Meadow, 20 Acres of Paſture, and 4. Acres of Turbary, with their Appurtenances in *B.* and the ſame ſhall acknowledg to be the right of the ſaid *T. R.* and *J. A.* as theſe which the ſaid *T. R.* and *J. A.* have of the Gift of the ſaid *W. D.* and *S.* and the ſame ſhall remiſe and quit-claim for them and their Heirs to the ſaid *T.* and *J.* and the Heirs of the ſaid *T.* for ever. A Covenant to levy a Fine.

And furthermore, the ſaid *W. D.* and *S.* and the Heirs of the ſaid *W.* ſhall by the ſame Fine warrant the ſame Premiſſes to the ſaid *T. R.* and *J. A.* and the Heirs of the ſaid *T.* againſt all men for ever: And ſo ſhall ſuffer the ſame Fine and Proclamations thereupon, to proceed according to the common courſe of Fines and Proclamations within the ſaid County of *C.* To warrant the Lands in the Fine to be mentioned.

That the Fine shall extend to no other Lands then what are mentioned in the Leaſe.

And it is agreed between the ſaid parties, That the ſaid Fine ſo to be levied and acknowledged as is aforeſaid, ſhall only extend to the Lands and Tenements mentioned and expreſſed in the ſaid Indenture of Leaſe, and to none other Lands or Tenements in any wiſe.

And ſhall likewiſe after the levying and ingroſſing thereof, be adjudged, taken, and reputed to be, to and for the preſervation of the Eſtate of the ſaid *R. B.* and his Aſſigns, in and to the ſame Premiſſes contained in the ſaid Indenture of Leaſe, for and during the Term mentioned in the ſaid Leaſe.

And that then the ſaid *W. B.* and *S.* and the Heirs of the ſaid *W.* ſhall ſtand and be ſeiſed thereof to the uſe of the ſaid *R.* and his Aſſigns, for and during the term before ſpecified, according to the intent and meaning of the ſaid Indentures of Leaſe.

The Uſe after determination of the Leaſe.

And after the determination of the ſaid Term, to the Uſe and Behoof of the ſaid *W. D.* and the Heirs of the ſaid *W.* for ever, and to no other uſe, intent, or purpoſe in any wiſe. *In witneſs, &c.*

Whereby the Father covenanteth with his Son and Heir apparant, to Eſtate him and his Wife in certain Lands before a day limited.

THis *Indenture* &c. Between *R. H.* of &c. in the County of *L.* Gent. of the one part, and *Ra. H.* Son and Heir apparant of the ſaid *Ri. H.* of the other part, *Witneſſeth*, That it is covenanted, granted, concluded, and agreed by and between the ſaid parties to theſe preſents, in manner and form as hereafter followeth: That is to ſay, *Firſt*, the ſaid *Ri. H.* doth covenant, grant, conclude, and agree, to and with the ſaid *Ra. H.* his Executors and Adminiſtrators by theſe preſents, That he the ſaid *Ri.* ſhall and will at and upon the reaſonable requeſt, coſts and charges of the ſaid *Ra.* or his Aſſigns, before the Feaſt-day of &c. next after the date hereof, demiſe, grant, and paſſe over to the ſaid *Ra. H.* and *B.* his Wife, and their Aſſigns, one Meſſuage or Tenement of him the ſaid *Ri. H.* ſcituate, lying, and being in *H.* near *W.* in the ſaid County of *L.* late in the Tenure or Occupation of *J. L.* of *H.* aforeſaid, Yeo. deceaſed: And all the Houſes, Edifices, Buildings, Lands, Tenements, and Hereditaments thereunto belonging, with their and every of their Appurtenances whatſoever, containing by eſtimation, &c. *To have, hold, occupy, and enjoy* the ſaid Houſes, Buildings, Lands, Tenements, and all other the Premiſſes, with their Appurtenances, unto the ſaid *Ra.* and *B.* his wife, and their Aſſigns, from the 10. day of *J.* which ſhall be in the year of our Lord God, according to the Computation of the Church of *England*, &c. for and during the term of 40. years from thence next enſuing, and fully to be compleat and ended, if the ſaid *Ra.* and *B.* his wife, or either of them ſo long do live, yielding and paying therefore yearly during the ſaid Term to the ſaid *Ri. H.* his Heirs and Aſſigns, one Pepper Corn at the Feaſt of *P.* (being lawfully demanded) for all and all manner of Rents, Suits, Services, and Demands whatſoever.

And

And the ſaid *Ri. H.* doth alſo covenant, &c. to and with the ſaid *Ra.* his Executors and Adminiſtrators by theſe preſents, That he the ſaid *Ri.* ſhall and will before the Feaſt of &c. next at and upon the reaſonable requeſt, coſts, and charges of the ſaid *Ra.* or his Aſſigns, convey, aſſure, and paſſe over unto the ſaid *Ra. H.* and to the Heirs Males of the body of the ſaid *Ra.* lawfully begotten, or to be begotten upon the body of the ſaid *B.* or any other woman whom he the ſaid *Ra.* ſhall after the deceaſe of the ſaid *B.* fortune to marry: All ſuch ancient Lands, Tenements, Rents, Reverſions, Services, and Hereditaments of him the ſaid *Ri.* in *F. H.* and *M.* in the County of *L.* which did deſcend and come to the ſaid *Ri.* from *J. H.* deceaſed, Father of the ſaid *Ri.* as Son and Heir of the ſaid *J.* together with one Acre of Land, lying and being in *H.* aforeſaid, which the ſaid *Ri.* had by exchange of and from *J. S.* of *S.* in the ſaid County of *L.* Eſq; for other Lands about the ſame quantity and quality: *To have and to hold* the ſaid Lands, Tenements, Rents, Reverſions, Remainders, Services, and Hereditaments, with their Appurtenances, unto the ſaid *Ra. H.* and to the Heirs Males of his body lawfully begotten, and to be begotten, from and immediatly after the ſeveral deaths and deceaſe of the ſaid *Ri. H.* and *M.* one Leaſe of part of the Premiſſes made to *T. H.* for the term of &c. bearing date &c. only excepted and forepriſed.

And the ſaid *Ri. H.* doth further covenant &c. to and with the ſaid *Ra. H.* his Executors by theſe preſents, that he, the ſaid *Ri. H.* ſhall and will before the Feaſt of &c. next coming, at, and upon the reaſonable requeſt, coſts and charges of the ſaid *Ra.* or his Aſſigns, convey, aſſure, and paſſe over, to the ſaid *B. H.* and her Aſſigns, the 3d part of the Manſion Houſe of the ſaid *Ri. H.* ſcituate and being in *F.* aforeſaid: And all the Houſes, Buildings, Yards, Orchards, Gardens, Lands, Tenemenes, Meadows, Paſtures, Feedings, and Common of Paſture in *F.* aforeſaid, and likewiſe the Turbary thereunto belonging, with their Appurtenances whatſoever, together with the 3d part of the Rent of the ſaid Meſſuage or Tenement in *H.* aforeſaid, late in the Tenure of *J. L.* deceaſed, in full recompence and ſatisfaction of her Dower, or Title of Dower, in, or, to, any of the Meſſuages, Lands or Tenements, of him the ſaid *Ri. H.* in the County of *L.* or elſewhere in the Kingdom of *England*: *To have, hold, occupy, and enjoy* the 3d part of the Manſion Houſe, and all other the laſt before mentioned Premiſſes, with their Appurtenances, to the ſaid *B. H.* and her Aſſigns, from, and immediatly after the ſeverall deceaſes of the ſaid *Ri. H.* and *M.* his wife, and the ſaid *Ra. H.* for and during the term of 40 years then next following, fully to be expired and determined (if the ſaid *B.* ſo long ſhall live) and if it ſhall fortune the ſaid *B.* to have iſſue Male by the ſaid *Ra. H.* then living, ſo that the ſaid *B.* ſurviving and over-living the ſaid *Ra.* do keep her ſelf ſole and unmarried, or do not miſcarry or miſ-govern her ſelf.

And if it ſhall happen the ſaid *B.* to have no iſſue Male by the ſaid *Ra. H.* living at the time of the Commencement of her ſaid Eſtate, or to ſurvive or over-live the ſaid *Ra. H.* or after the deceaſe of the ſaid *Ra.* to joyn her ſelf in Marriage with any perſon, or to miſgovern her ſelf; then the ſaid *Ri. H.* doth further Grant and Covenant to and with the ſaid *Ra. H.* his Executors &c. by theſe preſents, by the ſame or ſuch like Aſſurance, to Aſſure and Paſs over unto the

ſaid *B.* before the Feaſt of &c. next comming, at, and upon the reaſonable requeſt, coſts and charges of the ſaid *Ra.* or his Aſſigns &c. one Houſe or Cottage of him, the ſaid *Ri.* containing 2 Bayes of Building, Scituate, ſtanding, and being in *F.* aforeſaid, now in the Occupation of *E. G.* Wid. or of her Aſſigns, and 3 Acres of Land, of him the ſaid *Ri. H.* lying and being in *F.* aforeſaid, adjoyning to the ſaid Houſe, with the Wayes, Liberties, Eaſements, &c. thereunto belonging, with their Appurtenances, *To Have and to Hold* the ſaid Houſe or Cottage, and 3 Acres of Land, with the Appurtenances to the ſaid *B.* and her Aſſigns, from and immediatly after the ſeveral deceaſes of the ſaid *Ri. M.* and *Ra. H.* for, and during the term of 40 years from thence next following, fully to be expired and determined, if the ſaid *B.* ſo long do live, in full recompence and ſatisfaction of her ſaid Dower.

And the ſaid *Ri. H.* for himſelf, his Heirs, Executors and Adminiſtrators, doth alſo further Covenant, Promiſe and Grant, to, and with the ſaid *Ra. H.* his Executors and Adminiſtrators by theſe preſents, That if it ſhall fortune the ſaid *Ra.* to deceaſe without iſſue Male of his body, that he the ſaid *Ri. H.* ſhall, and will well and truly content and pay, or cauſe to be contented and paid to the Daughter or Daughters of the ſaid *Ra. H.* lawfully begotten, 200 l. of lawfull *Engliſh* money within 3. years next after the deceaſe of the ſaid *Ra.* for and towards the preferment and advancement of the ſaid Daughter or Daughters.

And that all the ſeveral Clauſes, Covenants and Agreements, &c. above ſpecifie d, may well and truly be performed, accompliſhed and kept, by and on the behalf of the ſaid *Ri. H.* his heirs, &c. he the ſaid *Ri. H.* doth acknowledge himſelf to ſtand bound to the ſaid *Ra.* in the Sum of &c. and the ſaid *Ra. H.* for himſelf, &c. doth Covenant, Promiſe and Grant, to and with the ſaid *Ri. H.* his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, That he the ſaid *Ra. H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall and will permit and ſuffer the ſaid *M. H.* his Mother and her Aſſigns, *To have, hold, occupy, and peaceably enjoy* that the ſaid Manſion-houſe of the ſaid *Ri.* in *F.* aforeſaid: And all the Edifices, Buildings, Yards, &c. thereunto belonging, Together with all the Ancient, Lands, Tenements, Rents, &c. of the ſaid *Ri.* in *F. H.* and *M.* aforeſaid in the ſaid County of *L.* (the Meſſuage or Tenement by the ſaid *Ri.* granted to the ſaid *T.* for the term aforeſaid, and the ſaid Tenement lately in the Tenure of the ſaid *J. L.* deceaſed, with the Lands, Tenements, Services, &c. to the ſaid ſeveral Meſſuages belonging; and likewiſe the Rent of the ſaid Tenement late in the Occupation of the ſaid *J. L.* deceaſed, only excepted) from and immediatly after the deceaſe of the ſaid *Ri. H.* for, and during the term of 40 years from thence next enſuing fully to be expired and determined (if the ſaid *M.* ſo long do live) to and for the moſt gain and profit of the ſaid *M.* and her Aſſigns, during the ſaid Term, *Yielding, &c.*

And the ſaid *Ra. H.* doth Covenant and Grant for him, &c. to and with the ſaid *Ri. H.* his Executors, &c. by theſe preſents, That he the ſaid *Ra.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall [illegible] and ſuffer the ſaid *M. H.* his Mother during her natural life after the deceaſe of the ſaid *R.* to take, receive, and perceive the Rent of the ſaid Tenement granted to the ſaid *T. H.* being 20 l. by the year. *In Witneſſe, &c.*

Covenant

Covenants for ſetling Eſtates.

THis Indenture made the day of, &c. between the Right Honourable *H.* Lord *S. L.* upon the firſt part. *H. S.* and *J. M.* of the 2d part, and *R. L.* &c. *G. L.* of the 3d part, *witneſſeth*, That *whereas* the ſaid *H.* Lord *S.* is, and ſtandeth ſeiſed in Poſſeſſion, Reverſion, or Remainder of an Eſtate of Inheritance, of and in divers and ſundry Honours, Caſtles, Mannors, Lordſhips, Seigniories, Meſſuages, Parks, Chaſes, Lands, Tenements, Advowſons, Liberties, Franchiſes, and Hereditaments; all which, or moſt part thereof, have by long time remained and continued in the name and blood of the ſaid *H.* Lord *S.* And the reſidue having been of late time purchaſed and gotten by the ſaid *H.* Lord *S.* and his late Anceſtors, do yet lye and adjoyn ſo conveniently and commodiouſly, to and for other his ancient Honours, Caſtles, Mannors, Lands and Poſſeſſions, that they may not well be ſeparated, divided, or aliened from the ſame: *Now*, for that the ſaid *H.* Lord *S.* mindeth, and intendeth to eſtabliſh all the ſaid Honours, Caſtles, Mannors, Lordſhips, Seigniories, Meſſuages, Parks, Chaſes, Lands, Tenements, Advowſons, Liberties, Franchiſes and Hereditaments hereafter in theſe Preſents ſpecified, to ſuch uſes, intents and purpoſes, as that the ſame may remain in the name, blood, and kindred of the ſaid Lord *S.* according to the uſes hereafter, thereof expreſſed and declared, for the better advancement and continuance of the houſe, honour, name and blood of the ſaid Lord *S.* and as a convenient portion or ſtay of living for the ſame, ſo long as it ſhall pleaſe God to permit and ſuffer the ſame. *And* for the advancement of ſuch his Sons and Children, and others Male and Female, as hereafter in theſe Preſents are nominated and mentioned; and for the Fatherly love, and natural affection which he beareth unto Sir *T. S.* Kt. his Son and Heir apparant, and for the preferment, advancement, and maintenance of the Eſtate of the ſaid Lady *P.* now Wife of the ſaid Sir *T. S.* with convenient ſtay of living, for her Joynture or Dower; And for divers, and ſundry other great, weighty, reaſonable and lawful cauſes and conſiderations, him the ſaid Lord *S.* thereunto eſpecially moving, he the ſaid *H.* Lord *S.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant, and grant to, and with them the ſaid *H. S.* &c. and to, and with the Survivors and Survivor of them, his and their Heirs and Aſſigns by theſe Preſents, that he the ſaid *H.* Lord *S.* his Heirs and Aſſigns, ſhall and will on this ſide, and before the Feaſt of, &c. by ſeveral fines, with Proclamations by him the ſaid *H.* Lord *S.* in due form of Law to be had, knowledged, and levied, of the ſaid Honours, Caſtles, Mannors, Meſſuages, Lands, Tenements, and Hereditaments and Premiſes, and of every part and parcel thereof, ſufficiently and perfectly convey and aſſure unto them the ſaid *H. Lo. S.* and *J. M.* or to the Survivor of them and to his Heirs, or their Heirs, or to the Heirs of the one of them, and all and ſingular, thoſe his Honours, Caſtles, Mannors, Lordſhips, Seigniories, Fees, Meſſuages, Lands, Tenements, Parks, Chaſes, Franchiſes, Liberties, Free Warrens, Patronages, Advowſons, Rents, Services, Cole-Mines, Lead-Mines, Stone-

Conſideration

Covenant to convey the Lands, &c.

Particulars.

Stone-Quarries, and all other his Hereditaments, lying, and being in the ſeveral Counties of *T. D. N. B.* and in the County of the City of *Y.* hereafter in theſe Preſents named, mentioned or recited; That is to ſay, all that the Honour, Mannor, and Caſtle of *B.* with the Appurtenances, in the ſaid County of *T.* and alſo the ſeveral Seigniories and Fees of *B.* and *E.* with the Appurtenances, in the ſaid County of *T.* with all their, and every of their Rights, Members, and Appurtenances: And alſo all and ſingular the ſeveral Mannors and Lordſhips of *E. V.* and alſo all the Suits, Seigniories, Services, Franchiſes, Liberties, Jurisdictions, Authorities, Priviledges, Court-Leets, and Perquiſites of Courts and Leets, View of Franckpledge, and all that to it appertaineth; and alſo all other Royalties, Franchiſes and Liberties whatſoever, unto the ſaid ſeveral Mannors or Lordſhips, or any of them, or any part or parcel of them, and all that which to View of Franck-pledge belonging, or in any wiſe appertaining; together with all and ſingular their, and every of their Appurtenances, in the ſaid County of *T.* And alſo, the ſeveral Mannors and Lordſhips of *D. L.* in the County of *N.*: and alſo all Advowſons, Suits, Seigniories, Services, Franchiſes, Liberties, Jurisdictions, Authorities, Priviledges, Court-Leets, and Perquiſites of Courts and Leets, View of Frankpledge, and all that to which Frankpledge appertaineth, and all other Royalties whatſoever, unto the ſaid ſeveral Mannors or Lordſhips, or any of them, or any part or parcel of them, belonging, or in any wiſe appertaining, with all and ſingular, their, and every of the Appurtenances: And alſo the *Mannor* of *H.* with all and ſingular the Appurtenances, in the ſaid County of *B.* and alſo the Mannor of *W.* with all and ſingular, the Appurtenances in the ſaid County of *D.* and alſo all Suits, Seigniories, Services, Franchiſes, Liberties, Jurisdictions, Authorities, Priviledges, Court-Leets, and Perquiſites of Courts, and Leets, View of Frankpledge, and all that which to view of Frankpledge appertaineth, and all other Royalties whatſoever, unto the ſaid ſeveral Mannors, or Lordſhips of *H.* and *W.* or either of them, or any part or parcel thereof belonging, or in any wiſe appertaining, with all and ſingular, their, and either of their Appurtenances, and alſo the Park and Soyl, and Grounds therein, and of all the Demeſne Lands of *E.* aforeſaid, with the Appurtenances, in the ſaid County of *Y.* And alſo of, and in, all thoſe his Farms, Free Meſſuages, Burgages, Lands, Tenements, Woods, Under-woods, Meadows, Paſtures, Rents, Reverſions, Services, Fiſhings, Cole Mines, Lead Mines, Stone-Quarries, and Hereditaments whatſoever, with all and ſingular, their, and every of their Appurtenances, ſet, lying, and being in &c. and every or any of them, in the ſaid ſeveral Counties of *T. N. D.* and *B.* aforeſaid, or any of them. And alſo all thoſe his Meſſuages, Burgages, Lands, Tenements, Rents, Reverſions, Services, free Fiſhings and Hereditaments, with all and ſingular, their Appurtenances lying, and being within the County of the City of Y. And alſo all the free Fiſhings at *O.* aforeſaid, in the ſaid Water or River of *T.* in the ſaid County of *Y.* and alſo the Advowſon and Patronage of the Rectory and Pariſh-Church of *H.* foreſaid, in the ſaid County of *B.* and alſo the ſeveral Advowſons or Patronage of the ſeveral Rectories and Parſonages of *L.* and *E.* in the ſaid County of *N.* and alſo the Advowſon or Patronage of the Moyety of the Rectory and Parſonage of *B.* in the ſaid City of *Y.*

And

And it is further Covenanted, Granted, and Agreed, by, and between all the ſaid parties to theſe Preſents, for them and their Heirs, that the ſaid ſeveral Fines ſo before Covenanted, to be had, knowledged, and levied, as is aforeſaid, and all and every other Fine, Conveyance and Aſſurance then before had, made, levied or executed, by or between the ſaid parties, to theſe Preſents, and every, or any of them, and the full force and effect of them, and every of them, of, for & concerning the Premiſſes, or any part thereof, ſhall be, & ſhall be adjudged, eſteemed, and taken to be, and alſo that the ſaid *H.S.* & *I.M.* and their Heirs, & and all and every other perſon & perſons, then ſtanding, and being ſeiſed, as for, and concerning the ſaid Mannors of *E.F.* and *B.* with the Appurtenances in the ſaid County of *T.* and alſo of *L.S.B.* and *E.* with the Appurtenances in the ſaid County of *N.* and for, and concerning the Mannor of *H.* with the Appurtenances in the ſaid County of *B.* and alſo, for, and concerning the ſeveral Advowſons of the Rectories, Parſonages, and Churches of *L.* & *E.* all Suits Seignlories, in the ſaid County of *N.* and of *H.* aforeſaid, in the ſaid County of *B.* and alſo all Services, Liberties, Juriſdictions, Authorities, Priviledges, for and concerning Court-Leets, Perquiſites of Courts and Leets, view of Frankpledge, and all that which to view of Franckpledge appertaineth, and all other Royalties whatſoever unto the ſaid ſeveral Mannors or Lordſhips laſt before mentioned, or any of them, or any part or parcel thereof belonging or appertaining; and alſo for and concerning all Meſſuages, Meeſes, Burgages, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Under-woods, Rents, Reverſions, Services, Free-fiſhings, Cole-mines, Lead-mines, Stone-quarries, & Hereditaments, with the Appurtenances in *E.* aforeſaid, withall & ſingular the Appurtenances, to the onely uſe and behoof of them the ſaid *H.S.* and *I.M.* and of their Heirs, and of the Survivor of th m and his Heirs, for and during, and until ſuch time onely, as ſeveral Recoveries ſhall be, or otherwayes may be had and proſecuted by the ſaid *R.L.* and *G.L.* or the Survivor of them and his Heirs, of and for the ſaid laſt recited Mannors, Advowſons and Premiſſes with the Appurtenances, and to that intent and purpoſe onely, that the ſaid *H.S.* and *I.M.* or the Survivor of them, may become perfect Tenants, or Tenant of the Free-hold of the Premiſes, ſo aſeveral Recoveries, as the Cauſe ſhall require, may be had and proſecuted by them the ſaid *R.L.* and *G.L.* or by the Survivor of them, as is aforeſaid, according to the uſual Order and Courſe of common Recoveries for Aſſurances of Lands, Tenements and Hereditaments, in ſuch Caſes uſed and accuſtomed of, for, and upon all and ſingular the ſaid Mannors of *E.* aforeſaid, with the Appurtenances, and alſo of the Advowſons and Patronages of the ſaid Churches of *L.* *E.* and *H.* aforeſaid, and alſo of all Suits, Seigniories, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Under-woods, Rents, Reverſions, Services, Franchiſes, Liberties, Juriſdictions, Authorities, Priviledges, Court-Leets, Perquiſites of Courts and Leets, view of Frankpledge, and all that which to view of Frankpledge appertaineth, Royalties, and other the Premiſes, unto the ſaid laſt recited Mannors, or any of them belonging, and of all other the ſaid Meſſuages, Burgages, Lands, Tenements, Hereditaments and Premiſes, with the Appurtenances in *E.* &c. aforeſaid, to the ſeveral Uſes, Intents, Limitations and Proviſoes, and Conditions hereafter in theſe Preſents limited, expreſſed, declared

Recoveries to be ſuffered.

declared or intended, of, for and concerning the same, and to no other use, intent, purpose or meaning.

Declarations of the use of the Fines and Recoveries.

And for the better full and plain Declaration of the use, uses, intents, purpose and meaning of the said several Fines and Recoveries so before Covenanted, intended, or mentioned to be had, knowledged, levied or suffered of the said Honours, Castles, Mannors, Messuages, Burgages, Lands, Tenements, Rents, Franchises, free Fishings, Advowsons, and other Hereditaments aforesaid; It is Covenanted, Granted, Concluded, Condescended and fully Agreed by and between all and every the said parties to these present Indentures, for them and every of them, and for their and every of their Heirs, That the said several Fines and Recoveries so before Covenanted, meant or intended, to be had, levied, knowledged and suffered of the said Premisses as aforesaid shall be; and also, that they the said *R. L.* and *S. L.* and their Heirs, and the Survivor of them and his Heirs, of, for and concerning such, and so much of the said Honours, Castles, Mannors, Messuages, Lands, Tenements, Free-Fishings, Advowsons, Patronages, Franchises, Fees, Liberties and Hereditaments, wherof the said Recoveries are before mentioned, or intended to be suffered as aforesaid, from, and immediately after the time of the suffering of the said Recoveries and likewise also, that they the said *H. S.* and *I. M.* and their Heirs, and the Survivor of them, and his Heirs of, for and concerning all the rest and residue of the said Honours, Castles, Mannors, Franchises, Fees, Liberties, Messuages, Lands, Tenements, free-Fishings, Advowsons, Patronages and Hereditaments, other then the same, whereof the said Recoveries are before mentioned, meant or intended to be suffered as aforesaid, from and immediately after the knowledge, and levying of the said several Fines, so before in, and by these Presents Covenanted to be levied as aforesaid, shall stand continued, and be seised to such uses, intents, purposes, conditions, limitations, provisoes, manner, agreements and things, as hereafter in these Presents are expressed, appointed, limited and declared, and to no other uses, intents, purposes, or meanings in any wise, that is to say, of, for and concerning all and singular the said Mannors, Lordships and Seigniories of *W.* &c. in the said several Counties of *T.* & *D.* and all of, and in the said Mannor of *H.* with the Appurtenances in the said County of *B.* (the Woods and the Soil thereof, and the Patronage and Advowson of the Rectory and Parsonage of *H.* aforesaid, onely excepted) and also of and in all Suits, Seigniories, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Courts-Leets, Perquisites of Courts & Leets, view of Franckpledge, and all that which to view of Franckpledge appertaineth, and all other Royalties, Profits, Commodities & Hereditaments whatsoever unto the said several Mannors before recited, or any of them, or any part or parcel of them belonging, or in any wise appertaining (except before excepted) and also of, and in all and singular Messuages, Houses, Edifices, to the use, *&c.* of the said Sir *T. S.* Kt. Son & Heir apparant of the said *H.* Lo. *S.* and of the La. *P.* for, and during the term of their natural lives, and of the life of the longer liver of them, for and in recompence of a parcel of the Joynture of the said *L. P.* without impeachment of Wast, onely during the term of the natural life of the said Sir *T. S.* and from and immediately after the natural death and decease of the said Sir *T. S.* and the La. *P.* and of the sur-

Survivor and longest liver of them, to the use and behoof of the said *H.* Lo. *S.* and his Assigns, for and during the term of his natural life, without impeachment of Wast, and from and immediately after the natural death and decease of the said Sir *T. S.* and the said Lady *P.* and likewise after the death of the said *H.* Lo. *S.* to the use and behoof of *E. S.* Son and Heir apparant of the said Sir *T. S.* and of the Heirs Males of the Body of the said *E.* lawfully begotten, or to be begotten, and so to the 10th Son, and for default of such Issue, to the use, &c. of all and every other the Sons of the Body of the said Sir *T. S.* to be lawfully begotten successively one after another, as they shall be born, and shall be in seniority of age, and the Heirs Male of their several Bodies, to be lawfully begotten, &c. and for default of such Issue, to the use and behoof of the right Heirs of the said *H.* Lo. *S.* for ever. And also of, and in all and singular, the several Manors, Lordships and Seigniories, &c. of *T.* aforesaid, in the said several Counties of *Y.* and *N.* and also of and in all Scites, Seigniories, Services, &c. and all other Royalties, Profits, Commodities and Hereditaments whatsoever, unto the said several Mannors, or any of them, or any part or parcel thereof belonging, or in any wise appertaining; and also of, and in all and singular Messuages, Houses, &c. and other Lands, Tenements, Rents, Reversions, Services, Woods, Under-woods, and Hereditaments whatsoever, with all and singular, their Appurtenances, set, scituate, lying and being with the Mannors, Towns, Townships, Parishes, Fields and Hamlets, or Territories of *T.* &c.

And also, of, and in the Patronages and Advowsons of the Churches, Rectories, and Parsonages of *L.* and *E.* aforesaid, or any of them, in which said last recited Premisses, are parcel of the said Honours, Castles, Messuages, Lands and Premisses, whereof the said several Fines are before covenanted to be levied as aforesaid, to the use and behoof of him the said *H.* Lo. *S.* and his Assigns, for and during the term of the natural life of the said *H.* Lo. *S.* without impeachment of any manner of Wast, and from, by, and immediately after the natural death and decease of the said *H.* Lo. *S.* to the use and behoof of the La. *M. S.* now Wife of the said *H.* Lo. *S.* and her Assigns, for and during the term of the natural life of her the said La. *M. S.* without impeachment of Wast only in and for any Woods, Under-woods, and Timber-Trees, standing, growing or being, or which at any time hereafter, shall stand, grow, or be, of in or upon the Premisses mentioned, or any part thereof, for and in satisfaction, and recompense of part of the Joynture or Dower of the said La. *M.* &c.

And likewise also, of and in all and singular, the several Mannors, Lordships, and Seigniories of *V.* &c. with the Appurtenances in the said County of *Y.* and also of, and in all Scites, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Priviledges, Courts-Leets, and Perquisites of Courts & Leet, View of Franckpledge, and all that which to view of Franckpledge appertaineth, and of all other Royalties and Hereditaments whatsoever, unto the said several Mannors or any of them, or any part or parcel of them, or any of them belonging, or in any wise appertaining; and also of, and in all those Messuages and Tenements, with the Appurtenances, set lying and being in *O.* aforesaid; & also of, & in certain Messuages, Meades, Lands, Tenements and Hereditaments, with the Appurtenances in *R. S.* & *S.* in the County of the City of *Y.* aforesaid. And also of and in the free-fishing, in the said water or River of *T.* at *O.* aforesaid, to the use & behoof of the said *H.* Lo. *S.* &c.

And

And the said also of and in the rest and residue of the said Honours, Castles, Mannors, Lordships, Franchises, Fees, Liberties, Parks, Chases, Messuages, Lands, Tenements, Advowsons, and Hereditaments, and of all other the Premisses, with all and singular their Appurtenances, whereof the said several Fines are levyed in and by these presents covenanted, to be levyed as aforesaid, and whereof the use is before in these presents limited or appointed, to the use and behoof of the said *H.* Lord *S.* &c.

Proviſoes for after-born Sons.

Provided always, and it is fully concluded, condescended unto, granted and agreed, by and between all and every the said parties, to these presents, for them, and every of them, and for their and every of their Heirs; and the true intent and meaning of these presents is, notwithstanding any limitation of the use or uses aforesaid, that if it shall hereafter happen, the said *H.* Lord *S.* or the said *T. S.* and *E. S.* Esq; or the said *H. S.* the Son, or any of them; or any of the said Sons, or Issue-Male of the several bodies of them, or any of them inheritable, or which shall be inheritable of the said Premisses, by force of these presents, and of the uses therein limited and expressed, to dye and depart this World, the Wife or Wives of them, or any of them being with child, or conceived with child, at or before the time of his or their death, of or with any such Son or Sons, or Issue-Male, as by the true intent and meaning of these presents, or of any the Limitations or Declarations of the use or uses aforesaid, should or ought, after the decease of his or their Father, to have had any estate or use of or in the Premisses, or any part thereof, if such Son or Sons, or Issue-Male had been born in the life-time of his or their Father; that then from and after the birth of every such Son or Sons, or Issue-male, the said several Fines and Recoveries, covenanted, or mentioned, to be had, levyed, knowledged, or suffered of the said Premisses as aforesaid shall be, and shall be adjudged, construed, and taken to be. *And also*, that they the said *H. S. J. M.* and *G. L.* and their Heirs, and the Survivor of them, and his Heirs, shall stand, continue and be seized, of all and singular the said Honours, Castles, Mannors, Fees, Parks, Chases, Messuages, Lands, Tenements, Rents, Reversions, Advowsons, Services, and Hereditaments, and every part and parcel thereof; or of, and in so much of the said Honours, Castles, Mannors, Fees, Parks, Chases, Messuages, Lands, Tenements, and of all other the said Hereditaments; as whereof, or wherein every or any such Son or Sons, or Issue-male so to be born, shall, or ought, by the true intent and meaning of the Limitations or Declarations, of the use and uses aforesaid, or any of them, after the death of his or their Father, to have had any Estate or use in the same, if such Son or Sons, or Issue-male, had been born in the life-time of his or their said Father, to and for the use of every such Son and Sons, or Issue-male, so to be born as is aforesaid; and that of and under such Estate, Degree, Order, course, place, quality, condition, and limitation, in all and every respects, and to all intents and purposes, as if every such Son, Sons, or Issue-male, had been born in the life-time, or lives, of his or their said Father, to and for the use of every such Son & Sons, or Issue-male, so to be born as is aforesaid; and that of and under such Estate, Degree, Order, Course, Place, Quality, Condition and Limitation, in all and every respects, and to all intents and purposes, as if every such Son,

Sons,

Issue of Issue-male had been born in the life-time, or lives, of his or their said Father, and with such Remainder and Limitations, over in use, as is before in these presents.

Provided always, and it is fully concluded, condescended unto, limited, and agreed by and between the said parties, to this present Indentures, for them and their Heirs, that it shall, and may be lawful to, and for the said *H.* Lord *S.* at any time or times hereafter, during his life, to grant, convey, assure, limit, or appoint by his Deed or Deeds indented, sealed and delivered in the presence of three lawful and credible persons at the least, all and singular the said Honors, Castles, Mannors, Lordships, Rectories, Parsonages, Lands, Tenements, Rents, Reversions, Services, Profits, Hereditaments, and other the said Premisses, with the Appurtenances, or any part or parcel thereof, or the use or possession of the same, or any part or parcel of the same, to or for any woman or women, whom he the said *H.* Lord *S.* shall hereafter marry, or to whom the said *T.S. E.S. H.S.* or any Heir-male, or Issue, then next to be inheritable of the said Premisses, or any part thereof, by force of these presents, and of the limitations and uses thereof, expressed, limited, or appointed, or any of them; or any heir-apparant, of such said heir-male or Issue, then next to be inheritable as aforesaid, shall hereafter lawfully espouse, marry, or take to his or their Wife, or Wives, for and during onely the term or terms of the natural life or lives of such woman or women, for and in the name; or in and for the Augmentation of the Joyncure of such woman or women, wife or wives. Power to make Joyntures.

And further also, That in like manner, it shall and may be lawful to, and for the said *H.* Lord *S. T.S.* and also to and for the said *H. S.* the Son, and for all and every the said Sons, and Issue-males or Females of the several bodies of the said *T.S. E.S.* and *H.S.* and to and for every of the Issue, Males and Females, of the several bodies of the said several Sons, and Issue-males aforesaid, being seized of the Premisses, or any part thereof, in his or their Demesne, as of Free-hold or Fee-Tail, by force of any the uses or limitations, herein before expressed, by his, their, or any of their Deed or Deeds Indented; or by his, their, or any of their such last Will and Testament in writing, as shall be sealed and subscribed with his, or their, or any of their hand or hands, and pronounced and affirmed in the presence of 3 or more lawful Witnesses, to be his or their last Will; to make any Demise or Demises, Lease or Leases, Devise or Devises, of such of the said Premisses, or of such part thereof, whereof they the said *H.* Lord *S. T.S. E.S.* or *H. S.* the Son, or any of the said Sons, Issue or Issues, Male or Female, or any of them, shall then be seized of in actual and real possession (other then of the Castle of *B.* the Park of *B.* those Lands and Grounds, now known, named, used, and occupyed, as the Demesne-Lands, of and to the said Castle of *B.* and the Lead-Mines, and Cole-Mines, being within the several Mannors of *B.* and *P.* aforesaid, or any of them) to any person or persons, *To have and to hold* the same, from and after the time of the making of such Deed or Deeds, Lease or Leases, Devise or Devises, or any of them, to any person or persons, for and during the term of 80 years, or of any lesser term of years, and not above, so as the same Lease or Leases, Devise or Devises, be not made to be without impeachment of wast, by any Special Covenant, Liberty to make Leases;

Cl use,

Clauſe, or Matter for that purpoſe, to be contained with any ſuch Deed or Deeds, or laſt Will and Teſtament, and ſo as the ſame be made in ſuch ſort, as that the ſame do or ſhall end, determine, or expire, by or upon the death of any one perſon, or of 2 perſons, or of 3 perſons, at the moſt; or otherwiſe, from and after the time of the making of ſuch Deed or Deeds, or laſt Will and Teſtament, for and during the term or terms of 21 years at the moſt, or for any leſſer term of years, and not above, from the time of the making of ſuch Deed or Deeds, or laſt Will and Teſtament; and ſo that in and upon every ſuch Demiſe or Demiſes, Leaſe or Leaſes, Deviſe or Deviſes, to be made for 20 years, or under; or for the term of 80 years, or under, determinable upon the death of 1, 2, or 3 perſons, as is aforeſaid, there be reſerved, and limited to be paid yearly, during ſuch term or terms, to ſuch perſon or perſons for the time being, to whom the immediate Free-hold of the things ſo to be demiſed, letten, or deviſed, by the intents and true meaning of theſe preſents, ſhall from time to time, during the continuance of ſuch term or terms appertain; ſuch yearly Rent or Rents, and other Sureties, Boons, Cuſtoms, Averages, and Services, or more, as are at this preſent yearly anſwered, paid, or done, for the ſaid Premiſſes, by the now Tenants, Farmers, or Occupiers of the ſame.

Proviſion for ſon's Wives.

And further alſo, That it ſhall and may be likewiſe lawful to and for the ſaid *T. S. E. S.* his Son and Heir-apparant, and the ſaid *H. S.* And alſo to and for every or any of the Son or Sons, Heirs-Male, or Iſſue male, of the ſeveral bodies of the ſaid *S. E. & H.* his ſaid Son, and of *H. S.* the Son, and to and for every the ſaid Sons, and Iſſue-males, of ſeveral bodies, of the ſaid Sons and Iſſue-males, as is aforeſaid, being then ſeized in their or any of their Demeſne, as of Freehold, or in Tail, by Force of any the Uſes or Limitations herein before expreſſed, of or in any of the ſaid Lands, Tenements, and Hereditaments, herein before expreſſed; or of any part thereof, in or by his, their, or any of their Deed or Deeds Indented, by him or them to be ſealed and ſubſcribed, and in the preſence of 2 or more lawful and credible Witneſſes at the leaſt; or by his Will laſt, &c. by him or them pronounced or affirmed to be his or their laſt Will, to appoint, limit, give, or deviſe, any part of ſuch, and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Parſonages, Meſſuages, Lands, Tenements, and of all other the ſaid Premiſſes, with all and ſingular their Appurtenances, as he or they ſhall then ſo ſtand or be ſeized of, as is aforeſaid, not exceeding, in ancient yearly value or rent, the Sum of 400 *l.* by the year, or to, or for any woman or women, which they, or any of them, ſhall at any time or times hereafter lawfully eſpouſe, marry, or take, to his, their, or any of their wife or wives, or which ſhall be married to the Son and Heir-apparant of any ſuch Son or Iſſue-male, and who then ſhall ſtand and be thereof ſeized, as before is mentioned, for her or their Joynture or Dower, during the natural life or lives onely of ſuch woman or women, ſo as the ſaid Gift, Deviſe, Limitation, or Appointment for Joynture or Joyntures, be not made to be without Impeachment of Waſt by any Special Covenant, Clauſe, or Matter, for that purpoſe, to be contained in any ſuch Deed or Deeds, or laſt Will.

And

And further alſo, That it ſhall and may be likewiſe lawful to and for the ſaid *T. S.* his ſaid Son and Heir-apparant, and to the ſaid *H. S.* the Son; and alſo to and for every of the ſaid Son or Sons, Male or Iſſue-Male of the ſaid ſeveral bodies, of the ſaid *T. S. E. S.* his ſaid Son and Heir-apparant, and of *H. S.* the Son; and to and for every of the ſaid Iſſue-male, of the ſeveral bodies of the ſaid ſeveral Sons and Iſſue-male; having, as is aforeſaid, the lawful, actual, and real poſſeſſion, of the Freehold of the ſaid Premiſſes, or of any part thereof likewiſe, in or by his, or their or any of their Deed or Deeds Indented, by him or them to be ſealed and ſubſcribed in the preſence of 2 or more lawful Witneſſes; or in, or by his or their laſt Will and Teſtament in Writing, by him or them to be ſealed and ſubſcribed, and in the preſence of 2, or more lawful Witneſſes, by him, them, or any of them, pronounced and affirmed, to be his or their laſt Will, to appoint, limit, give, or deviſe, all or any part of ſuch and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Meſſuages, Lands, Tenements, and of all other the ſaid Premiſſes, with all and ſingular their Appurtenances, as he or they, or ſuch of them, ſo making ſuch Deed, or laſt Will, ſhall then be ſeized of an Eſtate of Free-hold, or in Tail, as before is expreſſed, to or for every, or to any, of the younger Son or Sons of them, or any of them, as to ſuch perſon, ſo making ſuch Deed or laſt Will, ſhall be thought meet or convenient (other than of the ſaid Caſtle of *B.* Park of *B.* and the Mannors of *R. W.* and *R.* in the ſaid County of *Y.* and all the Farms, Meſſuages, Burgages, Lands, Tenements, Woods, Underwood, Meadows, Paſtures, Rents, Reverſions, Services, Cole-Mines, Lead-Mines, Stone-Quarries, and Hereditaments whatſoever, all and ſingular their and every of their Appurtenances, ſet, lying, or being in *B.* &c. and every or any of them, for the better Livelihood, maintenance, education, and preferment of ſuch ſaid younger Son or Sons, or to any other perſon or perſons to the uſe or uſes of ſuch ſaid younger Son or Sons, for and during the term of the natural life and lives of ſuch ſaid younger Son and Sons only, and not for any longer time or term, ſo that the ſame Premiſſes or ſuch part thereof as ſhall be ſo deviſed, granted, limited or appointed by ſuch Deed or Will to ſuch ſaid younger Son or Sons, as is aforeſaid, ſhall not or do not exceed and amount in yearly Revenues, profit, and Rent of, &c. by year, for every or any ſuch ſaid younger Son or Sons, or any of them, ſuch of them as to whom or to whoſe uſe ſuch deviſe, limitation or appointment, ſo to be made to ſuch ſaid younger Son or Sons as is aforeſaid, ſeverally to every or any ſuch ſaid Son or Sons, and not Joyntly one with another, and ſo that every ſuch gift, deviſe, limitation, or appointment ſo to be made to ſuch ſaid younger Son or Sons as aforeſaid, and the Eſtate ſo thereof and therein to be given, granted, devited, limited or appointed, ſhall expire and end, upon the death of ſuch ſaid younger Son only, to whom or to whoſe uſe ſuch ſaid Grant, Deviſe, Limitation or Appointment ſhall be ſo made as is aforeſaid, and ſo as alſo ſuch and every or any ſuch ſaid Gift, Deviſe, Limitation or Appointment, for ſuch ſaid younger Son or Sons as aforeſaid, be not made to be without impeachment of Waſte, by any ſpecial Covenant, Clauſe or Matter for that purpoſe, to be contained in any ſuch Deed or Deeds, or laſt Will: And ſo

Liberties to grant Annuities to younger Sons.

so as also the said Devise, Limitation, or Appointment, shall be no incumbrance of the Lands, Tenements, or Hereditaments, before limited, for the Joynture of the said Lady *P.* or any part thereof, or of such Lands and Tenements, as shall be demised, devised, or leased, according to the form and effect of these presents, or otherwise conveyed or assured in Lease, as before is mentioned.

Provision for Daughters unpreferred.

And it is further also fully covenanted, granted, concluded, condescended unto, limited, and agreed, by and between the said parties, to these presents Indentures, for them and their Heirs, that if it shall happen or fortune at any time or times hereafter, the said *T. S. E. S.* his said Son and Heir apparent, or the said *H. S.* the Son, or any the Son or Sons, Heirs-Male, or Issue-Male, of the several bodies of the said *T. S. H. S.* or of the said *H. S.* the Son, or any the said Issues Male of the several bodies of the said *H. Lo. S.* or of the several Sons and Issues-Males aforesaid, being then seized of the Premisses, or of any part thereof in his Demesne, as of Fee-Tail; or in his Demesne as of Free-hold, by force of any of the Uses, or Limitations before expressed, or any of them, and having Issue one onely Daughter, and no more, of his or their body or bodies lawfully begotten, and which at the time of his or their death shall be unpreferred, and not sufficiently advanced in Marriage by her said Father, or otherwise, to have 2 or more Daughters of his or their bodies likewise lawfully begotten, and which at the time of his or their death shall be unpreferred and unadvanced in Marriage by their said Father, as is aforesaid; That then it shall and may be likewise lawful to and for *T. S. E. S.* his said Son, and the said *H. S.* and also to and for every, or any other of the said Son or Sons, Heirs-Male, or Issue-male of their or any of their several bodies; and to and for every of the said Issues-Male of the several bodies of the said several Sons and Issues-Male, being then seized of the Premisses, or of any part thereof, in his or their Demesne, as of Free-holds or Fee-Tail, by force of any of the Uses or Limitations herein before expressed, in like manner, by or by his or their, or any of their Deed or Deeds Indented, by him or them to be sealed and subscribed, in the presence of two or more lawful Witnesses, or in or by his or their last Will and Testament in writing by him or them to be sealed and subscribed, and in the presence of 2 or more lawful Witnesses, by him, them, or any of them, to be pronounced or affirmed, to be his or their last Will; to appoint, limit give, devise, and demise such and so much of the said Honours, Castles, Mannors, Lordships, Advowsons, Messuages, Lands, Tenements, and all other the Premisses, with all and singular their Appurtenances, whereof he or they, or such of them so making such Deed, or last Will, shall be then seized, as is aforesaid, to or for every, or any such Daughter or Daughters, or such of them, as shall be so seized, as before is mentioned, and shall so make such Deed, or last Will, as aforesaid, not exceeding the ancient Rent and yearly value of 200 *l.* by year, other then of the Castle of *B.* and of all the said Farms, Messuages, *&c.* for any other person or persons, to the Use or Uses of such said Daughter or Daughters, for their or any of their better Livelihood, Maintenance, Education and Preferment in Marriage, for and during

Limitation.

ing ſuch time and term, and untill ſuch time and term as ſuch ſaid Daughter or Daughters, or other perſon or perſons, to her or their or any of their Uſes to whom ſuch Grant, Deviſe, Limitation, Demiſe, or Appointment ſhall be ſo had or made as is aforeſaid, or may, or otherwiſe without fraud, covin, or colluſion, might have lawfully (of the Rents, Iſſues, and Profits yearly comming, growing, ariſing, or renewing of the ſaid Premiſſes, ſo to be given, granted, demiſed, deviſed, Limited or appointed, or of ſuch fines or other caſualties as ſhall or may without fraud or covin, be received to or for the occupation or injoying thereof or any part thereof) received, perceived and taken, and ſuch ſum and ſums of money as ſhall or otherwiſe might ſuffice to content, ſatisfie, and pay unto ſuch ſaid one ſole Daughter, if there be no more of him or them, which ſhall or may by the true meaning of theſe preſent Indentures, and of the Uſes therein limitted and appointed, make ſuch ſaid Gift, Grant, Demiſe, Deviſe, Limitation, or Appointment at the time of his or their death to be living and not married nor otherwiſe ſufficiently preferred as aforeſaid, the whole and juſt ſumm of 1000 l. of good &c. for and towards the Education, livelihood, maintenance and preferment in Mariage, as is aforeſaid of the ſame ſole and only Daughter; and if there happen to be more then one then for and untill ſuch ſaid Daughters, or ſuch other perſon or perſons to whom any ſuch Grant, Deviſe, Limitation, Demiſe, or Appointment ſhall be ſo had or made to the uſe of ſuch ſaid Daughters, or any of them as is aforeſaid, ſhall or may, or without fraud, covin, or colluſion, might have lawfully (of the Rents, Iſſues, and Profits yearly coming, growing, ariſing, or renewing, of or in the ſaid Premiſſes, ſo to be given, granted, Demiſed, Deviſed, Limited, or Appointed for that purpoſe or intent) received, perceived and taken ſuch a ſum and ſums of money as may or otherwiſe (over and above all charges and reprizes) might ſuffice to content, ſatisfie and pay unto ſuch ſaid Daughters, of him, or them, which ſhall or may by the true meaning of theſe preſent Indentures, and of the Uſes therein limited and Appointed, making ſuch ſaid Grant, Demiſe, Limitation or Appointment, and having more then one Daughter at the time of his or their death to be living and not married, nor otherwiſe ſufficiently preferred, as is aforeſaid, *viz.* To either and every of them the whole and juſt ſum of &c. for and towards their and every of their Education, livelihood, maintainance, and preferment in marriage, or otherwiſe as aforeſaid, ſo as the ſaid Gift, Deviſe, Limitation, or Appointment be no Incumbrances, to or for the Lands, Tenements, or Hereditaments, before limited or appointed to or for the Joynture of the ſaid Lady *P.* or of any part or parcell thereof, or of any Lands, Tenements, or Hereditaments, to be Demiſed, Deviſed or leaſed according to the forme and effect of theſe preſents, for or concerning the ſame Deviſes, Leaſes or Grants, or any of them.

And, for the further ſecurity and ſure making of all and ſingular &c. and every part thereof, to be demiſed or leaſed, according to the true intent and meaning of theſe preſent Indentures. It is *further* granted, condeſcended unto, and fully agreed by and between all and every the ſaid parties to theſe preſents, for them and their Heirs, and every of the ſaid parties, doth Covenant,

Grant conclude, agree, to and with the other of them, their Heirs Executors and Administrators, and every of them by these presents, that the said several Fines and Recoveries so before in and by these presents, Covenanted, mentioned, intended, meant, or specified to be had, made, knowledged, levied or suffered, of the Premisses, and of every or any part or parcell thereof, shall be adjudged, construed, and taken to be. And also that they the said *H. S. M. R. L. G. L.* and their Heirs, and Survivor and Survivors, of them, his and their and every of their Heirs, shall stand and be seised, of, for, and concerning such and so much of the said Mannors, Lands, Tenements, and other Premisses, as shall be so demised, letten, or devised as is aforesaid, by them the said *T. S. E. S.* his said Son, and *H. S.* the Son, or any of the said Son or Sons, Heirs-Male, or Issues-Male, of the severall Bodies of the said *T. S. E. S.* and *H. S.* or any of the said Issues Males of the severall bodies of said several Sons, and Issues Male, being then at the time of such said Demise, Grant, Limitation, or Appointment, to be had, or made as before mentioned, seised in their or any of their Demesne as of Free-hold, or Fee-tail, by force of any the Uses, Limitations, or Estates herein before mentioned, to the use of all such and so many of the person and persons, aforesaid, and of their Executors Administrators, and Assigns, to whom such Demise, and Demises, Lease or Leases, Devise or Devises, for any such term or terms, of years shall be made, according to the intent and true meaning of every such Demise, Lease, or Devise so thereof to be made, in such sort as shall be limited, specified, or meant, in or by such Demise, Lease, or Devise, for the person or persons to whom such Demise, Lease, or Devise, and for the Executors, Administrators, and Assigns, of them and every of them; *To have and to hold* and enjoy the things to him or them so to be demised, leased, or devised, for and during only such and so long time or the term or terms, for the which such Demise or Demises, Lease of Leases, Devise or Devises, shall be had or made, as is aforesaid: So as every such person or person, to whom such Demise or Demises, Lease or Leases, Devise or Devises, shall be so made, and his and their Executors, Administrators, and Assigns, having sufficient notice and knowledge to whom the same by the true intent and meaning of these presents, shall of right belong and appertain, shall well and truly pay or cause to be paid to such person persons for the time being, to whom the next and immediate Reversion, or Remainder of the thing or things, to him or them so to be demised, letten, or devised, shall during such term or terms appertain, the yearly Rent or Rents, in or by such Demise, Lease, or Devise, to be reserved or mentioned, to be reserved at the day in or by such Demise, Lease, or Devise, according to the reservation, or clause of reservation therein to be contained to be limited or appointed, according to the true meaning of such Deed or Deeds, or last Will and Testament, in or by the which such Demise, Lease, or Devise shall be so made, or within one and twenty daies at the furthest, next after demand made of and for the said Rent or Rents, or such part thereof, as in respect or by reason of such Demise, Lease, or Devise, Deed or Deeds, or last Will and Testament, then shall or ought to be due and payable,

And

And this as for and concerning all and so much of the said Premisses, as shall be by the said *H.* Lord *S. T. S. E. S.* and *H. S.* the Son, or any of the Heirs-Male of the several bodies of the said several Sons and Issues Male, or any of them limited, appointed, given, disposed, or devised, to or for the Joynture or Joyntures of any such woman or women, for her or their Joynture, for term of the natural life of such woman or women; or to or for any such younger Son or Sons, Daughter or Daughters of such and every such of them, as by and according to the intent and true meaning of these present Indentures, and of the Uses and Limitations therein expressed, is or shall be paid, made, provided, limited or declared; or to or for any other person or persons, for their or any of their use, according to the purport and true meaning of such Deed or Deeds, or last Will and Testament, wherein or whereby such Limitation, Appointment, Gift or Devise, shall be had, made, or specified, as is aforesaid; and after the decease of every such woman or women, younger Son or Sons, and after the satisfaction of such several Sum and Sums of Money, as to the said Daughter or Daughters, shall by the intent and true meaning of these presents, belong or appertain, and as the said Uses, Provisions, and Limitations herein before expressed, by the true meaning and intent of these present Indentures, shall severally end and determine, then to the use of such person and persons, as by the true intent and Limitations, or of any of the Limitations in use aforesaid, should or ought to have the same, if no such Limitation, Appointment, Gift, or Devise, to or for them, or any of them, had been so thereof had, made, limited, or appointed in any wise; and of and for such Estate and Estates, and in such order, form, course, nature, quality, and degree; and with such Remainder and Remainders thereof, over and by, and upon, and under such Provisoes and Limitations, as the same person or persons, by the true intent and meaning of these presents, should and ought to have been or remained, if no such Limitation, Appointment, Gift, or Devise, had been thereof had or made, to or for such woman or women, younger Son or Sons, Daughter or Daughters, as before in and by these present Indentures, are limited and expressed: And the said *H.* Lord *S.* for and upon the causes and considerations aforesaid doth for himself and his Heirs, for the further security and sure making of all and singular the Premisses, to the several uses aforesaid, and according to the intent and true meaning of these presents, also covenant, grant, and agree, to and with all and every the parties, to these present Indentures, and their Heirs.

For making sure of Joyntures, and Annuities, for young Sons and Daughters.

And it is also further covenanted, granted, and agreed, by and between all and every the said parties to these presents, for them and their Heirs, and every of them, that he the said *H.* Lord *S.* his Heirs and Assigns, and all and every other person and persons, and their Heirs, which from and after the said Feast of *&c.* next coming, shall stand and be seized of all, or any of the said Honours, Castles, Manors, Lordships, Seigniories, Advowsons, Patronages, Messuages, Land, Tenements, Hereditaments, and other the said Premisses, with the Appurtenances above-mentioned, and every or any part or parcel thereof, and which before the said Feast of *&c.* next coming after the date hereof, shall not be well and sufficiently, by Fine or otherwise, conveyed and assured, to the several uses, purposes, and intents, before in these presents mentioned, or where-

That all persons seized, or which shall be seized of the Premisses, shall stand seized to the Uses, in these presents expressed.

of no such Fine or Fines, Recovery or Recoveries, as is aforesaid, shall be, before the said Feast-day of &c. as aforesaid, had, levyed, knowledged, and suffered, of and in every part and parcel thereof, according to the said true meaning of these present Indentures, shall at all time and times, and from and after the said Feast-day of &c. for the considerations herein before expressed, stand and be seized of, and in the same, and every part thereof, to the several uses, purposes, and intents, before in these presents expressed, limited, and appointed, and in such sort, manner, form, quality, degree, nature, and condition, and of and for, and of and in such Estate and Estates, and under and upon such Provisoes, Limitations, and Authorities; and according to the true intent and meaning of these present Indentures, in such ample, large, and beneficial manner and form, to all intents, constructions, and purposes, as the same should or ought to have grown, been raised or taken, any effect in case the said several Fine and Fines, Recovery and Recoveries, so before, in, and by these presents, covenanted, mentioned, intended, or agreed, to be had, levyed, knowledged, or suffered of the said Premisses, had been, had, and executed, according as before in these presents are expressed.

Proviso and liberty, that if the Grantor, or any the Issue-Male, fortune to be taken prisoner, that they may sell certain Lands for the Ransom.

Provided moreover, and it is also by these presents further granted, concluded, condescended unto, and fully agreed by and between all the said parties to these present Indentures, for them and their Heirs, notwithstanding the Premisses, and no withstanding any thing before in these presents specified, that if it shall fortune at any time or times hereafter, the said *H.* Lord *S.* the said *T. S.* the said *E. S.* or *H. S.* the Son, or any of the said Son or Sons, Heirs-Male, or Issue-Male, of the several bodies of them, or any of them, or any of the said Issues-Male of the several bodies of the said several Sons, and Issues-Male, or any of them, being then seized of the Premisses, or of any part thereof, in his or their Demesne as of Free-hold, or Fee-Tail, by force, means, or vime of any of the Uses, Limitations, or Estates, herein before expressed, at any time or times hereafter, to be taken captive or prisoners in the time of War, or other Service of our Soveraign Lord the King's Majesty, his Heirs or Successors, and in defence of his or their Highnesses Crown or Realm, by any foreign or adverse Prince, Power, or Force, that then, and at all times from thenceforth, during such Captivity or Imprisonment, and before any full Ransom paid for his or their delivery, if he the said *H.* Lord *S.* and the said *T. S. E. S.* and *H. S.* the Son, or any of the Son or Sons, Heirs-Male, or Issue-Male, of the several bodies of them, or any of them, or of any of the said Issues-Male, of the several bodies of the said several Sons, and Issues-Male, or any of them, being then (as is aforesaid) seized of the said Premisses, or of any part or parcel thereof, in his Demesne, as of Free-hold, or Fee-tail, and so being taken Captive and Prisoner as aforesaid, and for the payment of his or their reasonable Ransom, or any Sum or Sums of Money, for his or their delivery, shall or do, in or by his or their Deed or Deeds, Writing or Writings, knowledged and inrolled in any of the Courts of Record of our said Soveraign Lord the King's Majesty, or his Heirs or Successors at *Westminster*, or otherwise, in or by his or their Deed or Deeds, Writing or Writings indented, by him or them to be Sealed and Sub-

subscribed, in the presence of 2. or more lawful and credible Witnesses, declare, limit, or appoint, that all and every, or any of the use or uses in these Presents limited or mentioned, of all, or such of the said Honours, Castles, Manors, Lordships, Advowsons, Patronages, Lands, Tenements and Hereditaments, and other the said Premisses before mentioned, with the Appurtenances, whereof such person or persons, so making such Declaration, limitation, or appointment as aforesaid, shall be then actually seised in his Demesne, as of Free-hold, or in Fee-tail, as before is mentioned, or of any of them, or of any part, parcel or member of them, or any of them in the whole, not exceeding the yearly value of 200 *l.* by the year, other then of the said Castle of *B.* &c. and Hereditaments whatsoever, with all and singular, their and every of their Appurtenances, ſet, lying and being in *E.* &c. and every or any of them, as is aforesaid; That then and from thenceforth, as well all, and every such use and uses, and limitations, as are before in these Presents mentioned, and shall happen so to be declared, limited or appointed to cease, or to be ended and determined, and all and every Estate and Estates, Interest and Interests, had, made, raised or wrought, by reason, meanes, or in respect of these Presents, or of any the several Fine or Recoveries, Clauses or Articles above mentioned, or any of them, or otherwise then for and concerning the said Leases and Joyntures, provided, intended, or limited to be had and made as aforesaid, and either of them shall cease and determine, and otherwise be meerly and utterly annihilated and made void, for and concerning such, and so much of the said Honours, Castles, Manors, Messuages, Lands, Tenements, and other the said Premises, and every part thereof, whereof the said use or uses, shall be so declared, limited, or appointed to cease, or to be altered, avoided, ended and determined, in manner and form aforesaid, and not otherwise (saving and accepting such like and Uses, Estate and Estates, Devise and Devises, Lease and Leases, Demise and Demises, Appointments or Limitations, or any term or terms of year or years, or for the life or lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as shall according to the true intent of these Presents, be made limited, or appointed by them the said *H.* Lo. *S. T. S. E. S.* & *H. S.* the Son, or any of the said Son or Sons, Heirs Male, or Issue Male of their, or any of their several Bodies, or by any of the said Issues Male of the several Bodies of such said Son or Sons, or Heirs Male, being then seised in his or their Demesne as of Fee-tail or Free-hold, of or in the said Premises as aforesaid, or of any part or parcel thereof: And that then, and from thenceforth, the said several Fines and Recoveries so to be had, levied and suffered of the said Premises, whereof the Use or Uses aforesaid, shall be so declared or appointed, to cease, shall be, and shall be adjudged, construed, and taken to be.

Exception.

Other Exceptions.

And likewise, that they the said *H. S. I. M. R. L.* and *G. L.* and their Heirs, and the Survivor and Survivors of them, and his and their Heirs, shall from thenceforth stand and be seised of such of the said Premises, whereof the use, or uses aforesaid, shall be so declared or appointed to cease, and of every, or any part or parcel thereof, to the onely use and behoof of such of them the said *H.* Lord *S. T. S. E. S.* and *H. S.* or any other Son or Sons, or Issue Male of their,

or any of their ſeverall Bodies, or any the Iſſue Male of the ſeverall Bodies of the ſaid ſeverall Sons, and Iſſue Male, as ſhall ſo then ſtand or be ſeiſed, in fee or their Demeſne, as of Free-hold or Fee-tail, of or in the Premiſes, or any part thereof, and ſhall ſo make ſuch Declaration, Limitation, or Appointment, for the ending and determining of the Uſes before in theſe Preſents limited, of the ſaid laſt recited or mentioned Premiſes, their Heirs and Aſſigns for ever, to the intent and purpoſe onely, that it ſhall and may be lawful to, and for them, and any of them, ſo being taken Captive and Priſoner, and making ſuch declaration, limitation, or appointment, for the ceaſing and ending of the ſaid Uſes, in manner and form aforeſaid, and every or any of them.

And likewiſe alſo that they, or ſuch of them as ſhall make any ſuch Declaration or appointment, for ſuch ending or determining of the Uſes aforeſaid, to be had or made, as is aforeſaid, ſhall have full authority and power, freely, clearly, and abſolutely to bargain, alien, ſell and convey ſuch and ſo much of the Premiſes, whereof he or they ſhall be then ſeiſed as is aforeſaid, not exceeding the value of 200*l.* by the year (except laſtly excepted) as whereof ſuch declaration, limitation or appointment, for the ending or determining of the Uſes before in theſe Preſents raiſed or limited, or any part or parcel thereof, ſhall be ſo had or made as aforeſaid, or otherwiſe the Reverſion, or Reverſions, Remainder or Remainders thereof, to any perſon or perſons whatſoever, in Fee-ſimple, Fee-tail, or any other Eſtate whatſoever, ſaving and always excepting and reſerving, that ſuch ſaid Bargain, Sale, Grant, Conveyance, and other Aſſurance ſo thereof to be made, for the payment of ſuch ſaid Ranſom, or Sum, or Sums of money, for the ſame purpoſe or intent, be not, or may not be adjudged, conſtrued, or taken to be prejudicial or hurtful to any Eſtate or Eſtates, Demiſe or Demiſes, Leaſe and Leaſes, Deviſe and Deviſes, Appointment or limitation of any term of years, or of life or lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as ſhall then before have been, according to the true intent of theſe Preſents, thereof made, limited or appointed to them, or any of them, in any wiſe.

Revocation. *Provided likewiſe*, And moreover it is by theſe Preſents finally Concluded, Covenanted, Granted, Condeſcended unto, and Agreed by and between all the ſaid parties to theſe Preſents, for them and their Heirs, notwithſtanding the limitations, Declarations, and creating of the Uſe or Uſes, in or by theſe Preſents, as is aforeſaid. *And* notwithſtanding any thing before in theſe Preſents, That if the ſaid *H. Lo. S.* at any time or times hereafter, in or by his Deed or Deeds in Writing or Writings, indented, knowledged, and inrolled in any of the Courts of Record of our ſaid Sovereign Lord the Kings Majeſty, his Heirs or Succeſſors, declare, limit or appoint, that all and every the uſe and uſes, or any of the uſe or uſes, in theſe Preſents before limited or mentioned of all the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Lands, Tenements and Hereditaments and other the Premiſes before mentioned with their Appurtenances, or of any of them, or of any part, parcel, or member of them, or any of them ſhall ceaſe, or in any wiſe or ſort whatſoever be annihilated, altered, abridged, made void or determined, that then, and at all times thenceforth, and ſo often, as well all and every ſuch Uſe and Uſes ſo to be declared, limited or ap-

[illegible] to ceaſe, or to be altered, abridged, or made void and determined, and all and every eſtate and intereſt, eſtates and intereſts, had, made, raiſed or wrought, or to be had, made, raiſed or wrought, by reaſon, or in reſpect of theſe Preſents, or of any the ſeveral Fines, Recovery or Recoveries above mentioned, ſhall accordingly ceaſe, determine, and be annihilated, altered, abridged, made void and determined, for and concerning ſuch, and ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Advowſons, Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, and of all other the ſaid Premiſes, whereof the ſaid ſeveral Fines aforementioned, are Covenanted to be levied as aforeſaid, whereof the ſaid Uſe or Uſes ſhall be ſo declared, limited or appointed to ceaſe, or to be altered, abridged or made void and determined (ſaving and excepting ſuch Uſe and Uſes, Deviſe and Deviſes, Leaſe and Leaſes, Demiſe and Demiſes, Appointment or limitation of any term or terms, as is or ſhall be made according to the form and effect of theſe Preſents, by the ſaid *H. Lo. S.* and alſo ſuch uſe and uſes, eſtate and eſtates, as are appointed or limited by theſe Preſents, for or during the natural life of the ſaid *La. P.* as are before in and by theſe Preſents, or at any time ſhall then before be had, limited or appointed, to or for the ſaid Joynture of the ſaid *La P. And* alſo that the ſaid ſeveral Fines and Recoveries ſo to be had, made, levied, knowledged, ſuffered or executed by the ſaid *H. Lo. S.* and all and every other Fine and Fines, Conveyance and Conveyances to be had or made thereof, or of any part thereof ſhall be, and ſhall be adjudged, conſtrued and taken to be. *And* alſo that they the ſaid *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and of every of them, and their and every of their Heirs and Aſſigns, and every of them ſhall ſtand and be ſeiſed of, and in ſuch & ſo much of the ſaid Honours, Caſtles, Mannors, Lordſhips, Fees, Advowſons, Meſſuages, Lands, Tenements and Hereditaments, and of all other the ſaid Premiſes, or of any of them, whereof the uſe or uſes aforeſaid, or any of them, or any ſuch uſe or uſes, as is aforeſaid, ſhall be ſo declared, limited or appointed to ceaſe, or to be altered, abridged or made void, and determined, to and for the onely uſe and behoof of the ſaid *H. Lo. S.* and of his Heirs and Aſſigns for evermore, ſubject and charged alwayes notwithſtanding to and with ſuch Leaſe and Leaſes, Demiſe & Demiſes, as the ſaid *H. Lo. S.* ſhall hereafter grant or limit to any perſon or perſons, according to the form and effect of theſe Preſents, and to and with the Uſes, Intereſts, and Eſtates before limited or meant, or intended to be, to and for the ſaid *La. P.* her Joynture as is aforeſaid. *But* yet notwithſtanding, if at any time or times hereafter, the ſaid *H. Lo. S.* in or by his Deed or Deeds, Writing or Writings, knowledged and inrolled in any Court of Record of our Soveraign Lord the Kings Majeſty, his Heirs or Succeſſors, ſhall give, declare, depoſe, limit or appoint all and ſingular the ſaid Honours, Caſtles, Mannors, Lands, Tenements, Rents, Reverſions and Hereditaments, and all other the ſaid Premiſes, whereof the ſaid ſeveral Fines are before Covenanted to be levied as aforeſaid, or any of the ſame, or any part thereof, or any Uſe or Uſes, Eſtate or Eſtates, Poſſeſſion or Intereſt, of or in the ſaid Honours, Caſtles, Mannors, Meſſuages, Lands, Tenements & Hereditaments and Premiſes or of or in any part thereof, to or for any perſon or perſons, or in any ſort whatſoever: That then, and

from thenceforth the said several Fine and Fines, Recovery and Recoveries, to be had, levied, knowledged or suffered, by or for the said *H. Lo. S.* and the said *H.S. I.M.* or by or for the Survivor and Survivors of them, shall be, and shall be adjudged, construed and taken to be. *And* also that they the said *H.S. I.M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and their and every of their Heirs, shall stand and be seised for, and in such and so much of the said Honours, Castles, Mannors, Lands, Tenements, Hereditaments and Premises, or of any of them, as of, for or concerning the which, any such Gift, Disposition, Declaration, Limitation or Appointment, in or by such Deed or Deeds enrolled, shall be so had or made, by the said *H. Lo. S.* to and for such use and uses, and to the use of such person and persons, and of and for such Estate and Estates Interest and Interests, and in such manner, quality and degree, and upon and under such Condition and Conditions, Limitations and Provisoes, and in such sort, manner and form, as in, or by such Deed or Deeds inrolled, shall be of, for and concerning the same limited and appointed, declared or expressed by the said *H. Lo. S.* whether the Uses, Estates, or any Use or Estate of, or in the Premises, or any part thereof before, in and by these Presents are mentioned, be in or by such Deed or Deeds inrolled, by any express word, matter, or thing contained therein, declared, limited, or appointed to cease or to be annihilated, altered, abridged, made void and determined, or not, and yet the said other Use and Uses, Estate and Estates, so be disposed, declared, devised, limited or appointed, by the said *H. Lo. S.* in or by such Deed or Deeds inrolled, to be notwithstanding, and alwayes subject, and charged to and with the Use and Uses, Interest and Estate before by these Presents, or at any time before the making of these Presents, limited or meant, to, or for the said *La. P.* for her Joynture as aforesaid, and to and with every such Lease and Leases, as shall be made by the said *Lo. S.* according to the intent and true meaning of these present Indentures, any thing, matter or clause in these present Indentures contained, to the contrary thereof in any wise notwithstanding, *In Witness whereof*, &c.

{ *Popham, Egerton, Cooke, Brograve,*
{ *Atkinson, Godfrey, Heskith, Owen.*

Settlement of Estate.

This Indenture made, *&c.* Between *G. B.* &c. of the one part, and *P. P. &c.* and *W. B.* &c. of the other part, *Witnesseth*, That the said *G. B.* for divers good and weighty Considerations, him thereunto moving, and especially to the end, intent and purpose, that all and singular, his Mannors, Lands, Tenements and Hereditaments, heretofore not conveyed or assured by the said *G. B.* to remain and continue (or after the decease of the said *G. B.* unto the Name and Blood of the said *G. B.* shall and may accrue) and come after the decease of the said *G. B.* unto the Heirs male of his Body, lawfully issuing, & for default of such issue then to the several brothers, & next Heirs males of the said *G.*

...limited in and by these Presents, with the liberty nevertheless for the said *G. B.* freely and clearly to dispose, change or alienate the Premisses or any part there of, for any Estate or Estates whatsoever, and to revoke, recall and every the use and uses hereafter in these Presents limited, mentioned, appointed, or any of them, as in and by these Presents hereafter more fully appeareth; hath Covenanted, granted, declared and agreed, and by these Presents for him, his Heirs and Assigns, doth Covenant, declare, grant and agree to and with the said *P. W.* and *W. B.* their Heirs and Assigns, that he the said *G. B.* shall and will, from and after the day of the date of these present Indentures, and before the Feast day of *E.* which shall be in the year of our Lord God 1663. acknowledge and levy 2. or more Fines, with Proclamations, according to the course of Fines used within the Counties Palatine of *C.* & *L.* before his Majesties Justice or Justices of Assize in that behalf lawfully authorized, or before some other person or persons in that behalf lawfully and sufficiently authorized unto them the said *P. W.* and *W. B.* and the Heirs of one of them, or unto some other persons and the Heirs of one of them, and by such name or names in that behalf, as by the said *P. W.* and *W. B.* Councel learned shall be reasonably required of all and singular the Mannors, Lordships, Lands, Tenements and Hereditaments of the said *G. B.* scituate, lying and being within the said several Counties of *C.* & *L.* & heretofore not conveyed or Assigned to and for the Joynture of *K. B.* the now Wife of the said *G.* hath the reminders thereupon limited, declared and appointed the particulars of such Lands so assured in Joynture do appear in or by one Indenture in that behalf only had or made by the said *G. B.* And the said *G. B.* doth for him, his Heirs and Assigns, Covenant, grant, limit, declare and agree to, and with the said *P. W.* and *W. B.* their Heirs and Assigns, that as well the said Fine and Fines so to be hereafter acknowledged and levied as aforesaid; as also that all and every other fine and fines in any wise acknowledged or levied by the said *G. B.* at any time, from and after the day of the date of these present Indentures, and before the Feast of *E.* which shall be in the year of our Lord God 1663. unto any person or persons of all or any the said Residue of the said Mannors, Lordships, Lands, Tenements or other Hereditaments of the said *G. B.* and the Estate and Execution thereof shall be, and that all and every the said Conysees, and their Heirs, shall from and after the levying and Execution of the said fine or fines, immediately stand and be seised of all and every the Mannors, Lordships, Lands, Tenements and other the Hereditaments, therein Comprised, or to be Comprised, according to the true intent and meaning of these Presents, to the onely uses, intents and purposes, and under, and upon the Provisoes, Limitations, Conditions, and Agreements hereafter mentioned, and to no other use, intent or purpose whatsoever; that is to say, to the use and behoof of the said *G. B.* and the Heirs male of his Body lawfully begotten, and to be begotten, and for default of such Issue, then to the use and behalf of *E. B.* Brother of the said *G.* and the Heirs male of his Body lawfully begotten, or to be begotten, and for default of such Issue, then to the use of *J. B.* one other Brother of the said *G. B.* and of the Heirs male of his Body lawfully begotten, and to be begotten,

To levie a Fine.

and

and for default of such Issue then to the use and behoof of *R.B.* another brother of the said *G.B.* and of the Heirs male of his body lawfully to be begotten, and for default of such Issue, then to the use and behoof of the said *G.* his Heirs and Assigns for ever.

Proviso to make an Estate.

Provided always nevertheless, and it is fully agreed between the said parties to these presents, that the use and intent of the said Fine and Fines is, and for ever shall be reputed, and termed so to be, that it shall and may be lawful to and for the said *G.B.* at any time or times during his natural life by any his Deed or Deeds in Writing, as well to limit, convey, appoint, lease or assure all or any the Mannors, Lordships, Lands, Tenements, and other the Hereditaments, so comprised or to be comprised in the said Fine or Fines, or any part or parcel thereof unto any other person or persons, their Heirs, Executors, or Assigns, for any term Freehold, or other Estate or Estates whatsoever, upon Condition, limitation or otherwise by any his Deed or Act in Writing under his hand and Seal, or by his last Will and Testament in Writing published in the presence of lawful Witnesses, simply and absolutely at his Will and pleasure, notwithstanding any the said Use and Uses in these presents formerly limited or appointed, as also by any his like Deed or Deeds in writing, or his last Will, as aforesaid, to grant to any person or persons, their Heirs, Executors, or Assigns, or to any of them to any use or uses whatsoever, any annual or yearly Rent or Rent-Charge, or otherwise to be issuing and going out of all and singular the said Mannors, Lordships, Lands, Tenements, or Hereditaments so comprised, or to be comprised, in the said Fine or Fines, or out of any part thereof for any term, time, Estate or Estates whatsoever, upon any Condition, limitation, or otherwise, simply and absolutely at his will and pleasure, as to the said *G.* shall in any wise hereafter seem expedient or convenient.

And it is likewise agreed, by and between the said parties to these presents, That the Conusees and their Heirs, shall stand and be seized from time to time, and at all times respectively and severally, as well from and after such Limitation, Conveyance, Appointment, or Assurance of the said Premisses, or of any parcel thereof so to be had or made by the said *G.* as aforesaid, of such and so much of the said Premisses, as by him shall be so limited, conveyed, appointed, leased, declared or assured as aforesaid, unto the use of such person and persons to whom the said *G.* shall so limit, convey, appoint, declare, lease or assure the Premisses, or any part thereof as aforesaid, for such Terms, Estate and Estates whatsoever, and in such manner, form and condition, as the said *G.B.* shall by his said Deed or Deeds, so limit, will, convey, appoint, lease, declare, or assure the Premisses, or any part thereof, and afterwards then to the several use and uses before in these presents limited and appointed, as also shall likewise stand and be seized to the use, intent and purpose, that all and every such person and persons, their Heirs, Executors, and Assigns, to whom the said *G. B.* shall hereafter by any his Deed or Deeds, or by his last Will and Testament in writing, limit, appoint, grant, declare, or bequeath any annual or yearly Rent, or Rent-Charge, or otherwise to be issuing or going out of all or any the said Mannors, Lordships, Lands, and Tenements, and other Hereditaments so comprized or to be comprised

in

under the said Fine or Fines, or out of any part thereof, shall and may annually and yearly have, perceive, and receive all and every such annual or yearly Rent and Sums, to him or them limited, appointed, granted, declared or bequeathed at such dayes and times, and for such Term, Estate and Estates whatsoever, and in such manner and form, as by such said Limitation, Appointment, Grant, Declaration, Bequest, or by the true intent or meaning thereof, shall be in any sort limited, mentioned, appointed, or declared.

Provided nevertheless and upon Condition, and the use and intent of the said Fine and Fines, and the Execution thereof is, and so for ever shall be taken to be, That if the said *G.B.* at any time and times hereafter, shall be minded or determined to Revoke, Repeal, and make void, all or any the Use or Uses formerly in or by these presents limited or appointed unto the said *E.B. J.B.* and *R.B.* or unto any of them, or unto any of their heirs males of their or any of their several bodies aforesaid, and hereupon shall signifie or publish by any his Deed or Deeds in Writing sealed and delivered, or by his last Will and Testament in Writing by him published, in the presence of two Witnesses, such his purpose and determination, to Revoke and Recall, and shall and do thereby likewise Recall all and any the said Uses, or any the Estate or Estates thereby, or by the means hereof invested, or to be invested in the said *E. B. A. B.* and *R.B.* or any of them, their or any of their heirs males of their bodies, that then and from thenceforth all and every such Use and Uses, Estate and Estates, as he the said *G.B.* shall so signifie or publish by his Deed or Deeds, or last Will as aforesaid, that he is so purposed to revoke and recall, and which he the said *G.B.* shall so revoke and recall, shall immediatly cease, be void, frustrate, and of no longer Effect or Continuance in the Law, as if the said Use or Uses, Estate or Estates, so revoked or recalled, or signified to be Revoked or Recalled, had never been mentioned or limited in these present Indentures, any limitation of use or uses in these presents, or any the Grant, Execution, making or declaring of any Estate or Estates by livery or otherwise before such said Revocation, Recalling or alteration, or any other matter or thing whatsoever to the contrary notwithstanding. *In witness whereof*, &c.

Tildesley,
Davenport.

Assurances.

This Indenture tripartite, &c. between *R. H.* and *K.* his Wife of the first part; *A.B.* on the 2d. part, and *C.D.* on the 3d. part; *Witnesseth*, That the said *R.H.* and *K.* his wife, for and in consideration of the Sum, &c. by *R.S.* of, &c. in the County of *L.* Esq; before the sealing and delivering of these presents paid, &c. whereof they acknowledg themselves to be fully satisfied thereof, and every part thereof, do clearly acquit, exonerate and discharge the said *R.S.* his Heirs, Executors, and Administrators for ever; and by these presents do covenant, promise, and grant for themselves, their Heirs, Executors, and Administrators by these presents, to and with the said *A.B.* and *C.D.* &c. that they,

they the said *R.H.* and *K.* his wife, and the heirs of the said *R.* shall and will on this side, and before the Feast day of *E.* next ensuing after the date of these presents by Fine with Proclamations in due form of Law to be acknowledged and levied before the Kings Majesties Justice or Justices at *L.* for the time being, lawfully and sufficiently convey and assure, or cause to be conveyed and assured unto the said *A.B.* and *C.D.* or to the Survivor of them, and to the heirs of the one of them for ever, all and singular, that the part, purparty, and portion which to the said *R.H.* now or at any time heretofore appertained, of or within the Mannor or reputed Mannor of *C*, or of or in the Rights, Members, and Appurtenances thereof in the said County of *L.* and all that Capital Messuage and Tenement in *C.R.* aforesaid, commonly called the Park Hall, and all and every the Houses, Edifices, Buildings, Orchards, Gardens, Lands, Tenements, and Hereditaments, scituate in *C.* and *W.* and in either of them, to the aforesaid capital Messuage and Tenement in any wise appertaining, or therewi hall now or at any time heretofore used, occupied, reputed or enjoyed as part or parcel thereof, or as thereunto in any wise belonging, and all and singular other the Messuages, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Underwoods, Commons, Common of Pasture, and Turbary, Rents, Reversions, Services, Profits, Commodities, Emoluments, and Hereditaments whatsoever, with their and every their appurtenances of the said *R.H.* scituate, lying and being in *C.* aforesaid, *B.* and *G.* and in every or any of them in the said County of *L.* in whose hands and possession soever the same be, or shall be, whereof or wherein the said *R.* now hath, or at any time heretofore had any Estate or Inheritance whatsoever.

And also all and singular the Messuages, Cottages, Lands, Tenements, and Hereditaments whatsoever, with their and every of their Appurtenances of the said *R.* scituate and being in *C.* in the said County of *L.* hereafter mentioned or specified &c. one other Cottage and certain Lands and Hereditaments with the Appurtenances therewith occupied, now or late in the tenure or occupation of *W. C.* or his Assigns, of the yearly Rent of 2 s. 2 d. with divers other Cottages, &c. It is granted and agreed by and between all and every the said parties to these presents, for themselves, their Heirs, and Assigns, by these presents; and also the said *R.* and *K.* his Wife, for themselves, their Heirs and Assigns, do covenant, grant, declare, limit and agree, to and with the said *R.H.* and *C.D.* their Heirs and Assigns, by these presents, that the said Fine to be knowledged and levied of and in the said Heredit ments and Premisses as aforesaid, and the Execution thereof, & the estate, right, title, Interest, & Possession of them the said *A. B.* and of the heirs of such of them to whom the Inheritance of or in the Premisses shall be limited in and by the said intended Fine, and of the Survivor of them, and his heirs, of and in the said Hereditaments and Premisses, shall be and so for ever shall be adjudged and taken to be. And also that they the said *A.B.* and the heirs of such one of them, to whom the Inheritance of the said Premisses shall be limited in or by the said intended Fine, and the Survivor of them and his heirs, shall stand and be seised of and in all and singular the said Hereditaments and Premisses, and of every part thereof, with the Appurtenances, to and for the Uses, Intents and Purposes, and

and under and upon the Proviſoes, Limitations, Conditions, and Agreements, hereafter in theſe preſents mentioned, and to no other Uſe, Intent or Purpoſe whatſoever: That is to wit, to the uſe and behoof of the ſaid *C.D.* and *G.* and their heirs, under and upon the Proviſo, Limitation, Clauſe, Condition, and Agreement, nevertheleſs hereafter in theſe preſents mentioned and contained.

Provided always, and upon Condition, and the further uſe and intent of the ſaid intended Fine, and of the Eſtate thereby to be had or made, of and for all and every the ſaid Hereditaments and Premiſſes, is, and ſo for ever hereafter ſhall be taken to be, that if the ſaid *R. H.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, ſhall and do well and truly ſatisfie, tender, or pay, or cauſe to well and truly ſatisfied, tendred, or paid unto the ſaid *R.S.* his Executors, Adminiſtrators, or Aſſigns, or any of them, the full Sum of &c. the ſaid ſeveral tenders or payments to be had and made, in manner and form aforeſaid, at or in the now dwelling houſe of the ſaid *R.S.* commonly called or known by the name of *S.* that then and from thenceforth, as well all and every the ſaid Uſe and Eſtate of the ſaid *C.D.* their and either of their Heirs and Aſſigns, of and in all and every the ſaid Hereditaments and Premiſſes ſhall forthwith ceaſe and be utterly fruſtrate and void, any thing in theſe preſents to the contrary notwithſtanding: As alſo that immediatly after the ſaid Sum ſhall be ſo lawfully tendred, ſatisfied or paid as aforeſaid, the ſaid Fine ſo intended to be limited as aforeſaid, and the Eſtate thereby in any wiſe to be had or made, ſhall be, and ſo for ever hereafter ſhall be taken to be, of and in all and every the ſaid Hereditaments and Premiſſes, to the uſe and behoof of the ſaid *R.H.* and *K.* his Wife, for and during their natural lives, and for and during the natural life of the longer liver of them, and from and after their deceaſes, then to the uſe and behoof of the Heirs Male of the body of the ſaid *R.H.* upon the body of the ſaid *K.* lawfully begotten and to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the Heirs Male of the body of the ſaid *R.H.* lawfully to be begotten, and for default of ſuch Iſſue, then to the uſe of the right Heirs of the ſaid *R.H.* for ever, any thing in theſe Preſents, or otherwiſe to the contrary thereof notwithſtanding.

And the ſaid *C.* and *D.* do covenant and grant to and with the ſaid *R. H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe preſents, That if *A.S.* the now wife of the ſaid *R.S.* and Mother of the ſaid *R.H.* ſhall happen to deceaſe before default of payment of the ſaid Sum of &c. ſhall happen to be made, that then from and after her deceaſe, the ſaid *R.H.* and his Aſſignee or Aſſigns, ſhall and may at all times hereafter, peaceably and quietly have, hold, occupy and enjoy, all and ſingular the ſaid Hereditaments and Premiſſes, and every part thereof, with the Appurtenances, for and during ſuch only time, and untill that the ſaid *R. H.* his Executors, Adminiſtrators, or Aſſigns, ſhall make default of or in payment of the ſaid Sum, in the ſaid Proviſo or Condition of Redemption before mentioned or ſpecified, or of any part thereof, contrary to the tenor and true intent and meaning thereof, without any the lett, trouble, moleſtation, diſturbance, interruption, or eviction of the ſaid *C.* and *D.* or either of them, their or either of their Heirs or Aſſigns, or of any other perſon or

perſons

persons whatsoever, claiming by, from, or under them, or any of them.

And the said *R.H.* and *K.* his Wife, for them, their Heirs, Executors, and Administrators, do Covenant and Grant, to and with the said *C. D.* their Heirs and Assigns by these presents, and to and with every of them, That if the said *R.H.* his Heirs, Executors, Administrators, or Assigns, shall make default of or in the payment of the said Sum of &c. or of any part thereof, contrary to the tenor and true meaning of the said Proviso, Clause, Condition of Redemption or Agreement before mentioned, that then and from thenceforth all and singular the said Hereditaments and Premisses, and every part thereof with the appurtenances, shall and may remain, continue and be unto the said *C.* and *D.* their Heirs and Assigns for ever, free, clear, and clearly acquitted, exonerated, and discharged, or otherwise well and sufficiently saved and kept harmless by the said *R.H.* his Heirs, Executors, Administrators or Assigns, of, for, from, and concerning all and every former and other Bargains, Sales, Gifts, Grants, Leases, Promises, and Agreements, Estates, Joyntures, Dowers, Titles of Dower, Statutes, Recognizances, Judgments, Executions, Condemnations, and of and from and concerning all and every other charges, titles, troubles, and incumbrances whatsoever heretofore committed, had, made, done, knowledged, levied, suffered, or executed, or hereafter to be committed, had, made, done, knowledged, levied, suffered or executed by the said *R.H.* his Heirs or Assigns, or any of them, or by any other person or persons whatsoever, having or lawfully claiming to have any Estate, Right, Title, Interest, Claim or Demand whatsoever, of, in, or to the said Hereditaments and Premisses, or of, in, or to any part or parcel thereof, by, from, or under the said *R.H.* and *K.* or either of them, or by from, or under the Heirs or Assigns of the said *R.H.* in any wise. Lease heretofore made by the said *R.H.* before the Feast day of S. *M.* last past date hereof, of all or any part of the said Hereditaments and Premisses, to any person or persons, for 3. lives, or under, or for term of 21 years or under, whereupon the old ancient and accustomed Rents and Services are reserved, and shall be due and payable during the same several Terms, & the Joyntures of *A.S.* now wife of the said *R.S.* and Mother of the said *R.H.* only and ever fore-prised and excepted.

And further also, That the said *C.* and *D.* their and either of their Heirs and Assigns, and every of them, at all times from and after the non-payment or default of payment of the said Sum of &c. contrary to the tenor and true meaning of the said Provision, Clause, Condition of Redemption or Agreement before mentioned, if any such default shall happen, shall and may peaceably, and lawfully, and quietly have, hold, and enjoy all and every the said Hereditaments and Premisses, and every part thereof, with the Appurtenances, discharged or saved harmless as aforesaid, and without any Let, Trouble, Suit, Disturbance, Interruption or Eviction of the said *R.H.* his Heirs or Assigns, or any of them, or of any other person or persons whatsoever, having or lawfully claiming to have any Estate, Right, Title, or Interest, of in or to the said Hereditaments and Premisses, or of in or to any part or parcel thereof, by from or under them, or any of them, except before, and in manner and form only before excepted.

And further also, That he the said *R.H.* and *K.* his wife, and the Heirs of the said *R.H.* shall and will from time to time and at all times, during and within the

the ſpace of 7. years next enſuing, after ſuch non-payment, or default of payments to be had or made, or happening of the ſaid Sum, &c. or of any part thereof, or any of the ſaid ſeveral dayes, times, or places before mentioned, at and upon the reaſonable requeſt, coſts, and charges in the Law of the ſaid *R. S.* his Heirs or Aſſigns, do make, knowledg, levy, ſuffer, and execute, and cauſe to be done, made, knowledged, levied, ſuffered, and executed, all and every ſuch further Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyances and Aſſurances in the Law whatſoever, for the further better and more aſſured ſureties, for making, conveying, and aſſuring, of all and ſingular the ſaid Hereditaments and Premiſſes, and of every part thereof, and of the Reverſion and Reverſions, Remainder and Remainders thereof, and of all his and their Eſtate, Right, Title, Intereſt, Claim and Demand whatſoever, of, in, and to the Premiſſes, and of every part thereof, with the Appurtenances, unto, or for the only proper and abſolute uſe and behoof of the ſaid *C.* and *D.* and of their Heirs and Aſſigns for ever, be it either by Fine, Feoffment, Recovery, with Voucher or Vouchers over, Deed or Deeds, inrolled or not inrolled, Releaſe, with warranty againſt the ſaid *R. H.* his Heirs and Aſſigns, except only and in manner and form aforeſaid excepted, or otherwiſe without Warranty, Confirmation, or by all or any of the ſaid wayes or means, or by any other lawful wayes or means whatſoever, as by the ſaid *R. S.* his Heirs or Aſſigns, or his or their Councel learned in the Law, ſhall be in that behalf reaſonably deviſed or adviſed, ſo that for the doing, making, knowledging, or executing thereof, they or any of them be not enforced to travel alone the diſtance of ten miles, from ſuch place or places, where he or they reſpectively ſhall be abiding or dwelling at the time of ſuch Requeſt or Requeſts ſo to be made.

And it is *further* agreed, That if it ſhall happen to be comprehended or contained by or by reaſon or means of the Number or Contents of Acres to be mentioned in ſuch ſaid intended Fine, any Meſſuages, Lands, or Hereditaments, other then the ſaid covenanted or intended Hereditaments, ſo formerly agreed in or by theſe preſents, to be contained as aforeſaid: That then the ſaid Fine, and the Eſtate thereby to be had or made, for ſuch and ſo much only of the ſaid other Hereditaments, not being parcell of the ſaid Hereditaments and Premiſſes ſo covenanted and agreed in or by theſe preſents, to be aſſured or conveyed as aforeſaid, as ſhall happen by means of ſuch Surpluſage of Acres to be compriſed in or by ſuch ſaid intended Fine, ſhall be, and ſo for ever ſhall be taken to be to the uſe and behoof of the ſaid *R. H.* and *K.* his wife, for and during their natural life, and for and during the natural life of the longer liver of them; and after their deceaſe, then to the uſe of the Heirs Male of the body of the ſaid *R. H.* upon the body of the ſaid *K.* lawfully begotten and to be begotten; and for default of ſuch Iſſue, then to the uſe of the Heirs Male of the body of the ſaid *R. H.* lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe of the right heirs of the ſaid *R. H.* for ever. *In witneſſe*, &c.

Walmſley,
Davenport.

Settlement

Settlement of an Eſtate.

THis *Indenture tripartite made, &c.* between *L. S.* of *S.* &c. of the firſt part; *R. S.* great Coſin and Heir apparant of the ſaid *L.* of the 2d. part; *W. D.* and *E. J.* &c. of the 3d. part, *Witneſſeth*; That *whereas* a Marriage was and hath been heretofore duly ſolemnized and conſummated by and between the ſaid *R. S.* and *M.* now his Wife, one of the Daughters of the ſaid *E. J.* And whereas certain Conveyances and Aſſurances were and have been heretofore had and made, of the Mannors, Meſſuages, Lands, Tenements, and Hereditaments hereafter in theſe preſents mentioned or ſpecified, to the uſes declared, contained, or ſpecified, in and by certain Indentures, bearing date the 4th day of *A* &c. made betwixt the ſaid *L. S.* of the one part, and the ſaid *E. J.* of the other part, as by the ſame Indentures and Conveyances more fully and at large appeareth.

And whereas alſo it is now concluded and agreed by and between all and every the ſaid parties to theſe preſents, for themſelves, their Heirs and Aſſigns by theſe preſents, That all and every the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments hereafter mentioned or ſpecified, ſhall from henceforth remain, continue and be to the ſeveral and only uſes, behoofs, intents, purpoſes, and under and upon the Liberties, Limitations, Proviſoes, and Agreements hereafter in theſe preſents mentioned or ſpecified, notwithſtanding any the ſaid mentioned Conveyances or Aſſurances, or any the Uſe or Uſes or Limitations therein, or in any of them contained, or any other matter or thing whatſoever to the contrary notwithſtanding.

Now therefore it is covenanted, concluded, and fully agreed, by and between all and every the ſaid parties to theſe preſents, for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, in manner and form following.

And firſt, the ſaid *L. S.* and *R. S.* for themſelves, their Heirs, Executors, and Adminiſtrators, do covenant, grant, and agree, to and with the ſaid *W. D.* &c. and *E. J.* their Heirs, Executors, and Adminiſtrators by theſe preſents, that they the ſaid *L. S.* and *R. S.* and their heirs, or the Survivor of them, and his and their heirs, ſhall and will on this ſide, and before the Feaſt day of St. *M.* the Arch-Angel, next enſuing after the date of theſe preſents, at and upon the equall coſts and charges in the Law of the ſaid *L. S.* and *E. J.* by Fine or Recovery, or other good and ſufficient Conveyances and Aſſurances in the Law, lawfully and ſufficiently convey and aſſure, or ſuffer to be conveyed and aſſured to the ſaid *W. D.* and the ſaid *E. J.* or to the Survivor of them, his or their heirs, or to the heirs of one of them, all thoſe the Mannors or Lordſhips of *S.* and *F.* with all and ſingular their and every of their Rights, Members, and Appurtenances whatſoever, ſcituate, lying, and being within the ſaid County of *D.* and alſo all & ſingular the other Mannors, Meſſuages, Mills, Cottages, Lands, Tenements, Meadows, Paſtures, Cloſes, Commons, Woods, Under-woods, Rents, Reverſions, Services & Hereditaments whatſoever, being of the nature of Free-hold, with all & ſingular

ſingular their and every of their Rights, Members and Appurtenances whatſoever, ſcituate, lying, and being within the Lordſhips, Territories, Towns, Hamlets, Pariſhes and Fields of *S.F.H. M.F.F. C.F. M.W.M. T.M.* and ſtile *L.* or any of them, in the ſaid County of *D.* or elſewhere, within the ſeveral Counties of *C.* and *D.* and of either of them, whereof, or wherein they the ſaid *L.* and *R.* or either of them, now have, or at any time heretofore, had any Eſtate or Inheritance, in Poſſeſſion, Reverſion, Remainder, or o herwiſe, and the Reverſion and Reverſions, Remainder and Remainders, of all and ſingular the ſaid Hereditaments and Premiſes, and of every part thereof, with the Appurtenances, to and for the ſeveral, and onely uſes, behoofs intents and purpoſes, and under, and upon the Liberties, Limitations, Proviſoes and Agreements hereafter in theſe Preſents expreſſed, mentioned or declared, and to no other uſe, intent or purpoſe whatſoever: And for the better Declaration of the uſe, uſes, intent and purpoſe, of ſuch ſaid Fine, Recovery, and other the ſaid Covenant, or intended Conveyances and Aſſurances ſo to be had, made, knowledged, levied or executed, of and in any the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſes as aforeſaid. It is further Covenanted, concluded and agreed by and between the ſaid parties to theſe Preſents.

And alſo the ſaid *L.* and *R.* ſeverally for themſelves, their Heirs and Aſſigns, do Covenant, Grant, Declare, Limit and Agree, to and with the ſaid *W.D.* and *E.I.* their Heirs and Aſſigns by theſe Preſents, that the ſaid Fine, Recovery or Recoveries, and Covenanted or Intended Conveyances or Aſſurances, ſo to be had, made or executed, of and in the ſaid Mannors, Hereditaments and Premiſes as aforeſaid, and every of them, and the execution thereof ſhall be, and ſo for ever ſhall be adjudged & taken to be; and alſo that they the ſaid *W. D.* and *E. I.* and their Heirs, and the Survivor of them, his and their Heirs, ſhall ſtand and be ſeiſed of, and in all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſes, and of every part thereof, with the Appurtenances, to and for the ſeveral and onely uſes, behoofs, intents and purpoſes, and under, and upon the Liberties, Limitations, Proviſoes and Agreements hereafter in theſe Preſents expreſſed, mentioned, declared, limited or appointed, according to the tenor and true meaning of theſe Preſents, and to no other uſe, intent or purpoſe whatſoever. That is to ſay, Of, and in all that Capital Meſſuage and Tenement with the Appurtenances, being parcel of the Premiſes, commonly called or known by the name of *F. H.* Scituate and being in *F.* in the ſaid County of *D.* now or late in the tenure or occupation of *P. S.* Gent. Brother of the ſaid *L.* or his Aſſigns, and of, and in all and ſingular the Houſes, Edifices, Lands, Meadows, Feedings, Paſtures, and Hereditaments whatſoever, with the Appurtenances to the ſaid Capital Meſſuage and Tenement belonging or appertaining, or therewithall heretofore uſually occupied or enjoyed as part, parcel, or member or Appurtenances thereof or thereto, and of and in 2. Meſſuages and Tenements, and the Lands and the Hereditaments thereunto belonging, with the Appurtenances in the manner, being parcels of the Premiſes, ſcituate, lying and being in *F.* aforeſaid, now or late in the tenure or occupation of the ſaid *L. S.* or his Aſ-

signs, and of and in 2. other Messuages and Tenements, and the Lands and Hereditaments thereunto belonging, with the Appurtenances, parcels also of the Premises, being scituate, lying, and being in *F.* in the said County of *D.* now or late in the several tenures, or occupations of one *C. A.* and *A. H.* or of either of them, their, or either of their several Assigns, and of and in one Fulling-Mill, and all the Dams, Streams, Waters, Watercourses, Lands and Hereditaments thereunto belonging, with the Appurtenances. Scituate and being in *F.* aforesaid (in like manner parcels of the Premises being) to the use and behoof of the said *L.* and *B.* his now Wife, and of their Assigns, for and during the term of their natural lives, and of the Survivor and longer liver of them, without impeachment of any manner of Wast, only during the natural life of the said *L.* for, and in full Recompence of the Joynture or Dower of the said *B.* and in Barr of her Dower for ever.

And nevertheless, It is intended and agreed, that if the said *B.* shall or do at any time or times, after the decease of the said *L. S.* (if she shall survive and over-live the said *L.* her Husband) Commence, or cause to be commenced any Action or Suit for any Dower belonging, or to be belonging, of, out of, or in all or any the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premises, or any part or parcel thereof, and shall not hold her self satisfied with the said Lands and Hereditaments in or by the said limited, meant, or intended, to and for her Joynture and Dower, then and immediately thenceforth or otherwise, from and after the several deceases of the said *L.* and *B.* and of the Survivor of them the said Conusees, which of them shall first happen, Releasors, Feoffees, and their Heirs, and the Survivors and Survivor of them, his and their Heirs, shall stand and be seised of, and in the said Capital Messuage and Tenement, and the Lands and Hereditaments thereunto belonging, with the Appurtenances, called or known by the name of *F. H.* late in the Tenure or occupation of the said *P.* or his Assigns, and of, and in the said 2. Messuages and Tenements, and the Lands and Hereditaments thereunto belonging, with the Appurtenances in *F.* aforesaid, now or late in the Tenure or occupation of the said *L. S.* party to these Presents or his Assigns, to the use and behoof of *L. S.* the younger, one of the Sons of the said *L.* the elder, for and during his natural life (if the said *L. S.* the elder do not, or shall not hereafter by any his Deed, or Act in Writing, or by his last Will in writing, limit, or appoint, that the said Estate for life of the said *L.* the younger, should or shall cease, be frustrate or void; the Estate of the said *L.* the younger, during the continuance thereof, nevertheless, to be charged and chargeable, and to the use, intent and purpose; nevertheless, that the Heirs Males for the time being of the said *L.* the elder part, to these Presents, shall and may annually and yearly thenceforth during the natural life of the said *L.* the younger, receive, perceive, and take the yearly Rent of 36 *s.* of good and lawful money of *England*, to be issuing and payable out of the said last 2. Messuages, and Tenements in *F.* aforesaid, at the two several yearly Feast-dayes of the Nativity of St. *J. Bapt.* and St. *M.* by equal portions, and of and in the Remainder, Reversion and Reversions thereof, immediately after the determination of the said Estate for life of the said *L.* the younger; and also of, and in the rest and residue of all and singular the said Lands, Tenements and Hereditaments, and of every part

part thereof, with the Appurtenances formerly in, or by theſe Preſents, limited, granted, mentioned or appointed, to, or for the uſe of the ſaid *L.* the elder, and *B.* his Wife, for term of their lives as aforeſaid, from and immediately after the ſeveral deceaſes of the ſaid *L.* the elder, and *B.* his Wife, to the uſe and behoof of the ſaid *R. S.* and his Aſſigns, for and during the term of his natural life, without impeachment of any Waſt, and from and after his deceaſe, then to the uſe and behoof of the firſt Son of the Body of the ſaid *R. S.* upon the Body of the ſaid *M.* begotten, and to be begotten, and of the Heirs Males of the Body of ſuch ſaid firſt Son lawfully to be begotten, and for default of ſuch Iſſue, then to the uſe and behoof of the 2d Son of the Body of the ſaid *R.* upon the Body of the ſaid *M.* begotten, and to be begotten, and of the Heirs Males of the Body of the ſaid 2d Son lawfully to be begotten, and for default of ſuch Iſſue, then to the uſe and behoof of the 3d Son of the Body of the ſaid *R.* upon the Body of the ſaid *M.* begotten, *&c.* and of the Heirs Males of the Body of the ſaid 3d Son lawfully to be begotten, *&c.* [and that goeth to the 6th Son] and for default of ſuch Iſſue, then ſucceſſively and reſpectively, to the uſe and behoof of every other next and eldeſt Son of the Body of the ſaid *R. S.* lawfully to be begotten, and of the Heirs Males of the Body of every ſuch ſaid next and eldeſt Son lawfully to be begotten; the elder, and the Heirs Males of his Body, being ever preferred before the younger, and the Heirs Males of his Body; and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *L. S.* the younger, and his Aſſigns, for and during the term of 80 years, then next, and immediately following, fully to be compleat and ended, if *W. S.* one other of the Sons of the ſaid *L.* the elder, ſhall ſo long live, the ſaid laſt mentioned Eſtate of the ſaid *L.* the younger, charged and chargeable, and to the uſe, intent and purpoſe; *Nevertheleſs*, that the ſaid *W. S.* and his Aſſigns, ſhall and may annually and yearly, for and during ſuch, and ſo long time as the ſaid W. ſhall then happen to live, from and after ſuch time as the ſaid *L.* the younger, or his Aſſigns, ſo by meanes or vertue of theſe Preſents intituled; *To have and hold* the ſaid Hereditaments and Premiſes, or to have and perceive the Rents, Iſſues and Profits thereof, and of the other Hereditaments hereafter mentioned, by vertue of theſe Preſents, and of the Uſes or Limitations therein contained, and of the ſaid Covenanted or intended Conveyances and Aſſurances, perceive, receive, have, and take one annual or yearly Rent of 100*l.* by the year, of good and lawful money of *England*, hereafter mentioned, to be iſſuing and going, and payable yearly, during the ſaid Term, out of all the ſaid Hereditaments and Premiſes ſo limited, to or for the Joynture of the ſaid *B.* after the ſaid Eſtate of the ſaid *B.* determined, and out of the other Lands hereafter in, or by theſe Preſents mentioned to be therewithall charged, at the 2. ſeveral yearly Feaſt-dayes of the Nativity of St. *J. Bapt.* and St. *M.* by equall portions: And in default of payment thereof, or of any part thereof, by the ſpace of 10 dayes next enſuing after any of the ſaid Feaſt-dayes, in which the ſame ought to be payd as aforeſaid, that then and in ſuch caſe, and ſo often the ſaid W. S. and his Aſſigns, ſhall and may enter and diſtrain therefore, and for the Arrerages thereof, if any ſuch there be, in all and every, or any part of the ſaid Hereditaments and Premiſes, and from and after the determination of the ſaid Eſtate, or term of years ſo limited, unto the ſaid *L.*

the younger, either by the deceaſe of the ſaid W. S. or by effluxion of time, then to the uſe and behoof of the ſaid W. S. and of the Heirs Males of the Body of the ſaid W. lawfully begotten, and to be begotten, and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *L. S.* the younger, and the Heirs Males of his Body, lawfully begotten and to be begotten, and for default of ſuch Iſſue, then to the uſe and behoof of *E. S.* of W. in the ſaid County of *C.* and the Heirs Males of his Body, lawfully begotten and to be begotten, and for default of ſuch Iſſue, then to the uſe and behoof of *C. S.* of W. aforeſaid, Gent. and the Heirs Males of his Body, lawfully begotten and to be begotten, the ſaid ſeveral Eſtates of the ſaid *E.* and *S.* to be charged and chargeable; nevertheleſs, in manner and form, as thereof, or hereafter in, or by theſe Preſents are limited: And for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *L.* the elder, and his right Heirs for ever. And of, and in all thoſe 4. Cloſes, Incloſures or incloſed Grounds, with the Appurtenances (being parcels of the ſaid Hereditaments and Premiſes, ſo to be conveyed or aſſured as aforeſaid) commonly called or known by the names of *O. L.* and *N. L.* and being in *S. F.* aforeſaid, in the ſaid County of *D.* now, or late in the Tenure or Occupation of the ſaid L. the elder, or his Aſſigns, and being of the clear yearly value of 20 Marks by year, above all Charges and Repriſes, as well to the uſe, intent and purpoſe, that the ſaid *R. S.* and *M.* his Wife, and their Aſſigns, and the Survivor of them, his and her Aſſigns, for and in recompence of the Joynture and Dower of the ſaid *M.* ſaving the like augmentation thereof, herein hereafter mentioned, ſhall and may annually and yearly, from and after the making hereof, for and during the natural life and lives of them, and of the Survivor and longer liver of them, perceive, receive, take and enjoy, one annual and yearly Rent of 15 *l.* by year, of good and lawful money of *England*, to be iſſuing, going and payable out of the ſaid laſt mentioned Cloſes, or incloſed Grounds, at the 2. ſeveral yearly Feaſt dayes of the Nativity of St. *J.* and of St. *M.* by equall portions, and in default of payment thereof, or of any part thereof, at any of the Feaſt-dayes, or times aforeſaid, contrary to the tenor and true meaning of theſe Preſents: That then and ſo often, it ſhall and may be lawfull, to and for the ſaid *R. S.* and *M.* his Wife, and the Survivor of them, and their and either of their Aſſigns, into the ſaid Incloſures, or incloſed Grounds, to enter and diſtrain for the ſaid yearly Sum of 15 *l.* and every or any part thereof, and for the Arrerages thereof, if any ſuch there be, and the Diſtreſs and Diſtreſſes there taken and had, to lead, drive, take and carry away, Impark, Impound, and with them to detain and keep, untill they, and every of them, of the ſaid yearly Rent or Sum of 15 *l.* and of the Arrerages thereof, if any ſuch there be, be fully ſatisfied and payd.

And if it happen the ſaid yearly Rent or Sum of 15 *l.* or any part thereof, to be behind and unpaid, in part or in all, by the ſpace of 20. dayes next enſuing after any of the Feaſt-dayes aforeſaid, that then and from thenceforth, the ſaid Fine, Recovery, and Covenanted or intended Conveyances and Aſſurances, ſo to be had, made, levied or executed, of and in the ſaid Hereditaments and Premiſſes aforeſaid, and the execution thereof ſhall be, and ſo for ever ſhall be, and ſo for ever ſhall be adjudged and taken to be.

And

And also, the said Conuzees, Recoverors, and Feoffees, and the Heirs and the Survivors and Survivor of them, and his and their Heirs, shall stand and be seized of, and in the said 4 Inclosures, or inclosed Grounds, and of every part thereof, with the Appurtenances, to the use and behoof of the said *R.* and *M.* his wife, and of their Assigns, for and during the term of their natural lives, and of the longer liver of them, without any impeachment of any Wast, onely during the natural life of the said *R.* for and in the name, and in full recompence, and satisfaction, of and for the Joynture and Dower of the said *M.* as also to such further use, intent, and purpose, that the said Conuzees, Recoverors, and Feoffees, their and every of their Heirs, shall likewise stand and be seized of, and in the 4 Closes, Closures, and inclosed Grounds, so charged and chargeable: *Nevertheless*, with the said yearly Rent of 15 *l.* distress and payable as aforesaid, and in manner and form aforesaid: And of and in all and every the rest and residue of the said Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, Hereditaments, and Premisses, and of every part thereof, with the Appurtenances, whereof no Use is formerly limited or appointed, in or by these presents, immediately from and after the Sealing and Delivery of these presents, to the use and behoof of the said *L.* the elder party, to these presents, and his Assigns, for and during the term of his natural life, without impeachment of any manner of Wast: And from and after his decease, then of and in one Messuage and Tenement, and the Lands and Hereditaments thereunto belonging, with the Appurtenances, scituate, and being in *H.* aforesaid, now or late in the Tenure or Occupation of one *J. F.* and *A. F.* his wife, or their Assigns, and parcel of the Premisses, to the use and behoof of *A. S.* one other of the Sons of the said *L.* the elder, and of his Assigns, for and during the term of 60 years, now next ensuing, fully to be compleat and ended, if the said *A.* so long do live, and from and after the expiration or determination of the said term and interest so limited or appointed, to or for the use of the said *A.* of and in the said last mentioned Messuage, Tenement, and Hereditaments thereunto belonging as aforesaid; Then of the Reversion and Remainder thereof, and also of and in the rest and residue of all and singular the said Hereditaments and Premisses so lastly limited, to the use of the said *L.* the elder, for term of his life, immediately from and after the decease of the said *L.* the elder, to the use and behoof of the said *R. S.* his Assigns, for and during the term of his natural life, without any impeachment of any manner of Wast, and from and after his decease, then to the use and behoof of the first Son of the body of the said *R. S.* upon the body of the said *M.* begotten and to be begotten, and of the Heirs-Male of the said first Son lawfully to be begotten; and for default of such Issue, then to the use and behoof of the 2d Son of the body of the said *R.* upon the body of the said *M.* begotten and to be begotten, and of the Heirs-Male of the body of the said 2d Son lawfully to be begotten, &c. and this Limitation goeth in like manner to the sixth Son; and for default of such Issue, then successively and respectively to the use and behoof of every other next and eldest Son of the body of the said *R.* lawfully to be begotten, and of the Heirs-Male of the body of every such said next and eldest Son lawfully to be begotten, the elder, and the Heirs-Male of his body, being ever preferred before the younger, and the Heirs-Male of his body; and

for default of such Issue, then to the use and behoof of the said *L.* the younger and his Assigns, for and during the term of 80 years, then next and immediately following, fully to be compleat and ended (if the said *W. S.* so long happen to live, charged and chargeable. *Nevertheless*, and to the use, intent, and purpose, that the said *W. S.* and his Assigns, shall, and may annually and yearly, during the said term of years so lastly limited unto the said *L.* from and after such time as the said *L.* the younger, or his Assigns, in default of Heir-Male, of the body of the said *R.* shall be intituled to have and hold the said Hereditaments and Premisses, or to have and perceive the Rents, Issues, and Profits thereof, by vertue of these presents, and of the Uses or Limitations therein contained, and of the said Covenanted, or intended Conveyances and Assurances, for and during the natural life of him the said *W. S.* perceive, receive, take, and enjoy the said annual or yearly Rent, or Sum of 100 *l.* by year before mentioned, to be issuing and going, and payable yearly, during the said term, as well out of the said late mentioned Hereditaments and Premisses, as out of the Reversion and Remainder of the said Lands and Hereditaments, formerly limited or appointed, in or by these presents, to or for the Joynture or Dower of the said *B.* as aforesaid, at the said several yearly Feast-days of the Nativity of St. *J.* and St. *M.* by equal portions; and in default of payment thereof, or of any part thereof, by the space of 10 days next ensuing, after any of the said Feast-days, in which the same ought to be paid as aforesaid: that then, and in such case, and so often, it shall and may be lawful, to and for the said *W.* and his Assigns, into the said Hereditaments and Premisses, to enter and distrain for the said yearly Rent or Sum of 100 *l.* and for the Arrearages thereof, if any such be, and the Distress and Distresses therein, or thereupon taken or had, to lead, drive, take, and carry away, impark, impound, and with him and them, to detain and keep, untill they and every of them, of the said yearly Rent, or Sum, and of the Arrearages thereof, if any such there be, be fully satisfied and paid; and from and after the determination or expiration of the said term of years, so lastly limited unto the use of the said *L.* the younger, either by the decease of the said *W. S.* or by effluxion of time, then to the use and behoof of the said *W. S.* and of the Heirs-Male of the body of the said *W.* lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *L.* the younger, and the Heirs-Male of his body lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *E. S.* and the Heirs-Male of his body lawfully begotten, and to be begotten; and for default of such Issue, then to the use and behoof of the said *S.* and the Heirs-Male of his body lawfully begotten, and to be begotten; the said Estates of the said *E.* and *S.* to be nevertheless charged and chargeable in such manner and form, as thereof is in these presents hereafter in that behalf mentioned; and for default of such Issue, then to the use and behoof of the said *L.* the elder, and his right Heirs for ever.

Limitation to after-born Sons.

Provided nevertheless, and it was, and is concluded, and fully agreed, by and between the said parties, to these presents, for themselves, their Heirs and Assigns, by these presents, and the further use, intent, and purpose of these presents, and of the said Fine, and Covenanted, or intended Conveyances and

Assurances,

and of every of them, was, and is, and ſo for ever ſhall be adjudged and taken to be, that if it fortune the ſaid *R. S.* to deceaſe and die, not having Iſſue in full life any Iſſue-male of his body, upon the body of the ſaid *M.* or upon the body of any other wife, which he ſhall hereafter fortune to marry; and leaving the ſaid *M.* or ſuch his other wife, for the time then being, never-the-leſs with child, at the time of ſuch his deceaſe, with one or two Sons, or more; that then the ſaid Fine, Recovery, and other the ſaid Conveyances, and Aſſurances, before-mentioned, and every of them, was, and is intended and meant, and ſo for ever ſhall be adjudged, conſtrued, and taken to be; and alſo that the ſaid *W. D.* and *E. J.* and the Survivor of them, his, or their Heirs, ſhall be ſeiſed reſpectively, of, and in the Reverſion and Remainder of all and ſingular the ſaid Mannors, Lordſhip, Meſſuages, Lands, Tenements, and Hereditaments, and of every part thereof, with the Appurtenances, as the ſame ſhall ſeverally and reſpectively happen, or come in poſſeſſion, by the ſeveral deceaſes of the ſaid *L.* the elder, *B. M. L.* and *A. S.* and of every of them, to and for the ſeveral and onely uſes, behoofs, intents, and purpoſes, hereafter in theſe preſents expreſſed, mentioned, or declared, according to the tenour and true meaning of theſe preſents, that is to ſay, if the ſaid *M.* or ſuch ſaid other Wife of the ſaid *R.* as aforeſaid, upon ſuch her Child-birth, ſo happen to have, and be delivered of one Son onely, then and from thenceforth, to the uſe and behoof of ſuch ſaid Son, and the Heirs-Male of his body lawfully to be begotten, charged and chargeable, nevertheleſs, as of the Eſtate of the Sons of the ſaid *R.* which ſhall be born in his life-time, is formerly appointed; and if the ſaid *M.* or ſuch ſaid other Wife, ſo happing with Child as aforeſaid, ſhall happen upon her Child-birth, after the deceaſe of the ſaid *R.* to have, or be delivered of two Sons, or more, then to the uſe and behoof of the firſt and elder Son, and the Heirs-Males of his body lawfully to be begotten, charged, and chargeable, as aforeſaid; and for default of ſuch Iſſue, then to the uſe and behoof of the younger Son, and the Heirs-Male of his body lawfully to be begotten, charged, and chargeable as aforeſaid; and for default of ſuch iſſue, then to the uſe and behoof of ſuch other Son of the ſaid *R.* wherewithall the ſaid *M.* or ſuch ſaid other Wife, ſhall ſo be with Child withall, and the Heirs-Male of his body lawfully to be begotten, charged, and chargeable, as aforeſaid; and for default of ſuch Iſſue, then to the ſeveral and onely uſes, behoofs, intents, and purpoſes, of ſuch perſon and perſons, and for ſuch Eſtate and Eſtates, as in caſe of the deceaſe of the ſaid *R.* without any Iſſue-Male of his body lawfully begotten, is formerly in or by theſe preſents limited, expreſſed, or ſpecified, and to no other uſe, intent, or purpoſe whatſoever.

Provided nevertheleſs, and it is concluded and fully agreed, by and between all and every the ſaid parties to theſe preſents, for themſelves, their Heirs, and Aſſigns, by theſe Preſents, and alſo the true uſe, intent, and meaning of theſe Preſents, and of the ſaid parties hereunto, and of the ſaid Fine, Recovery, and other the covenanted or intended Conveyances and Aſſurances, is, and ſo for ever ſhall be adjudged and taken to be; and alſo the ſaid *W. D.* and *E. J.* and the Survivor of them, his, and their Heirs, and all and every other perſon and perſons, his and their Heirs, which now are, or ſtand ſeized, or hereafter ſhall ſtand and be ſeized of,

Power to make Joyntures for a ſecond Wife, and to make Leaſes.

of, and in the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premisses, and every or any part thereof, by force of these presents, and of the said Fine, and covenanted, or intended Conveyances and Assurances before mentioned, and every or any of them, and their and every of their Heirs, shall stand and be seized thereof, and of every part thereof, with the Appurtenances, to and for such further use, intent, and purpose, notwithstanding any the uses, uses, formerly in or by these presents limited, declared, or contained, as well that it shall and may be lawful to and for the said *L.* the elder, at any time or times during his natural life, by any his Deed or Deeds in Writing, or by his last Will and Testament in Writing, to grant, convey, assure, bequeath, limit, or appoint such and so much of the said Hereditaments and Premisses, not exceeding in the whole one full 3d part thereof, as to himself shall seem meet and convenient unto, or for the use of any the lawful wife or wives of the said *L.* the elder, whom he shall hereafter fortune to marry, for & during the term of the natural life or lives of such wife or wives, for and in the name of her or their Joynture and Dower, of and in the said Hereditaments, and Premisses, the said 4 Closes charged with the Joynture of the said *M.* being, during her onely natural life (except and fore-prized.) *And likewise*, that it shall and may be lawful to, and for the said *R. S.* after the decease of the said *L.* the elder, at any time or times thereforth during his natural life, of any his Deed or Deeds in Writing, or by his last Will and Testament in Writing respectively, to grant, convey, assure, bequeath, limit, or appoint, one annual or yearly Rent of 15 *l.* of good and lawful money of *England*, with or without clause of Distress, to be issuing and going out of all or any the said Hereditaments and Premisses, or out of all or any part or parcel thereof, as to himself shall seem meet and convenient, unto, or for the use of the said *M.* or for the use of any other the wife or wives of the said *R.* whom he shall hereafter fortune to marry, for and during the term of the natural life or lives of the said *M.* or of such said wife and wives, for and towards her or their Joynture and Dower, of and in the said Hereditaments and Premisses, the said several Lands and Hereditaments so limited, to or for the Joyntures of the said *B.* and *M.* as aforesaid, and the several Tenements formerly in or by these Presents limited unto the said *L.* the younger, and *A.* for their several lives as aforesaid, during the several lives of the said *B.* and *M.* *A.* and *L.* the younger, always excepted and fore-prized; as also that it shall and may be in like manner lawful to and for the said *L.* the elder, at any time or times, during his natural life, and also to and for the said *R.* at any time or times, after the decease of the said *L.* the elder, during his natural life, by any, his, their, or either of their Deed or Deeds in Writing, at any time or times respectively and successively, to demise, grant, lease, or limit, the use or uses of all such, or any such part of the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premisses, heretofore usually demised or leased, which at the time or times of such Limitation of use or uses, Lease or Leases, shall happen respectively to be in the lawful, actual, and reall possession of Estate of Free-hold in such of them, as shall so make such Lease or Leases, Limitation of the use or uses, for the time being, to any person or persons whatsoever, for term of one and twenty years, or under, or for three lives,

[illegible] for any number of years determinable upon 3 lives, or fewer in [illegible] and not in Reversion, so that, in, by, or upon every such demise, [illegible] limitations of use, uses, or so to be made as aforesaid, the old ancient accustomed Rents, Duties and Services, or more be reserved, to be therefore yearly, due, and payable, during the continuance of such several Leases and Leases.

Provided also, and it is further covenanted, concluded, and fully agreed by and between all and every the said Parties to these presents, for themselves, their Heirs and Assigns, by these presents; and the use, intent and meaning of these presents, and of the parties hereunto, and of the said covenanted or intended Conveyances and Assurances is, and so for ever shall be adjudged and taken to be; and also the said *W. D.* and *E. J.* and the Survivor of them, his and their Heirs shall stand and be seised of, and in the said Hereditaments and Premisses, to such further use, intent and purpose, notwithstanding any the use or uses afore specified or declared, that if the said *R.* shall hereafter fortune to decease and dye, having one or more Son or Sons, and one Daughter only, and no more, that then such said Daughter, and her Assigns, shall and may annually and yearly, from and after the decease of the Survivor of the said *R.* and of the said *L.* the elder, perceive, receive, take, and enjoy one annuall or yearly Rent of 40 l. by year, of good and lawful money of *England*, to be issuing and going, and payable out of, and in the said Hereditaments and Premisses, the Estates for life of the said *B. L.* the younger, *A.* and *M.* alwayes excepted and forepriſed at the 2 severall yearly Feast dayes of the Nativity of St. *J.* and St. *M.* by equal portions, for and during, and until that such said only Daughter, and her Assigns, shall and may, or otherwise might have fully levied, received, or had the full sum of 200 l. of good and lawful money of *England*, to, and for the maintenance and preferment of such said Daughter; and if the said *R.* shall fortune to decease and dye, having one or more Sons, and 2 or more Daughters, then to the use, intent and purpose, that such said Daughters, and their Assigns, shall and may annually and yearly, from and after the decease of the Survivor of the said *R.* and *L.* the elder, perceive, receive, take, and enjoy one annual yearly Rent of 40 l. by year, of good and lawful money of *England*, to be issuing and going out of, and in, the said Hereditaments and Premisses, (the said several Estates for lives of the said *B. M. L.* the younger, and *H.* alwayes excepted and forepriſed) at the 2 several yearly Feast dayes of the Nativity of St. *J.* & *M.* by equal portions, for and during, and untill that such said Daughters, and every of them shall and may, or otherwise might have fully levyed, received, or had, every one of them the full summ of 100 l. a piece, of good and lawfull money of *England*, to, and for the maintenance and preferment of such said Daughters. *And also further*, to such use, intent and purpose, that if the said *R.* shall happen to decease, having more Sons then one, that then every the then younger Son of the said *R.* shall and may respectively, from and after the decease of the Survivor of the said *L.* the Elder, and of the said *R.* annually, severally, and yearly perceive, receive, and have, during his [illegible] natural life, one annual or yearly Rent of 4 l. by year, to be issuing and going

Provisions for younger Children.

going out of all and every of the ſaid Hereditaments and Premiſſes, (the ſaid ſeveral Eſtates for lives of the ſaid *B. L.* and *A.* only forepriſed and excepted) and the ſame to be yearly payable at the ſeveral yearly Feaſt dayes, of the Nativity of St. *J.* and St. *M.* by even and equal portions; and in default of payment of the ſeveral ſumms, or of one of them, or of any part thereof, at any the dayes or times aforeſaid, contrary to the tenor and true meaning of theſe preſents, that then, and ſo often the ſaid younger Son and Sons, Daughter and Daughters, and every of them, ſhall and may ſeverally and reſpectively diſtrain therefore, and for the Arrearages thereof, if any ſuch there be in all, or any the ſaid Hereditaments and Premiſſes (except before in that behalf excepted) and the Diſtreſſe and Diſtreſſes therein, or thereupon taken or had, to lead, drive, take, and carry away, impark, impound, and with them to detain, and be untill they, and every of them, of the ſaid yearly Rent or Summs, and every of them, and of the Arrearages thereof, if any be behind, and unpaid, or fully ſatisfied and paid; and from and after the ſaid ſeveral Summs received or had, then to the ſeveral and only Uſes, Behoofs, Intents and Purpoſes, in, or, by, theſe preſents limited or appointed, according to the tenor and true meaning of theſe preſents; any thing in theſe Preſents contained, to the contrary notwithſtanding.

Power to raiſe Portions for Daughters.

Provided alſo, and it is further covenanted, concluded, and fully agreed by and between all, and every the ſaid parties, to theſe preſents, for themſelves, their Heirs and Aſſigns, by theſe preſents, and the further uſe, and intent, and meaning of theſe preſents, and the ſaid parties, to the ſame, and of the ſaid intended or covenanted Conveyances and Aſſurances, is, and ſo for ever ſhall be adjudged, and taken to be, and alſo the ſaid *W. D.* & *E. J.* and the Survivor of them, and his and their Heirs ſhall ſtand and be ſeized of, and in the ſaid Manors, Meſſuages, Lands, Tenements and Hereditaments, and Premiſſes to ſuch further uſe, intent and purpoſe, notwithſtanding the Uſe o Uſes afore ſpecified or declared; that if the ſaid *L.* the elder, *R. S. L.* the younger, *W. S.* and every of them ſhall fortune to dye and deceaſe without Iſſue-Male on their, or any of their Bodies lawfully begotten, that then, and from thenceforth *A. C. M. C. A. S.* and *B.* her, and all, and every ſuch Daughter and Daughters, as the ſaid *R. S.* ſhall hereafter have of the Body of the ſaid *M.* and their Aſſigns, and Daughters of the ſaid *L.* the elder, ſhall, and may annually and yearly receive, perceive, and take to them and their Aſſigns, one yearly Rent of 200 l. for, and during ſuch time, and untill that thereby and thereupon they, or ſome of them, their, or ſome of their Aſſigns ſhall have received, and had the full ſum of 1000 l. of good and lawful mony of *England*, over and above all Charges and Repriſes, and the ſame to be iſſuing and going out of all and every the Mannors, Meſſuages, Lands, Tenements and Hereditaments aforeſaid, the ſeveral Eſtates for lives, which the ſaid *B.* and *M.* or either them, or any of the wife or wives of the ſaid *L.* the elder, and *R.* or either, or any of them have, or hereafter ſhall or may have, of, or in all, or any the premiſſes only excepted and forepriſed; and the ſaid yearly Rent of 200 l. to be yearly payed, from and after the commencement thereof as aforeſaid, at the ſeveral yearly Feaſts dayes of the Nativity of St. *J.* and St. *M.* by even portions. And if the ſaid yearly

Rent

[illegible] 200 l. or any part thereof shall be behind, and unpaid by the space of 10 dayes next ensuing any of the said Feast days, in which the same shall grow due or payable, that then, and from thenceforth, all, and every the said intended Recoveries, Feoffees and Conysees, and every of them, their, and every of their Heirs and Assigns, shall stand and be seized of, and in all, and singular the said Manriors, Lands, Tenements, and Hereditaments, and Premisses, (except before excepted) to the only Use and Behoof of the said *A. C. M. C.* and *A.* and of the said *B.* and of such said Daughter and Daughters of the said *B.* as before, in, or, by, these presents are limited or intended to have any part or portion of the said yearly 200 l. Rent, and of their Assigns, for, and during such time, and untill that the eof, and of, and with the profits thereof, they, or their Assigns, or some of them, shall be well and truly satisfied the said full sum of 1000 l. of good and lawful money of *England*, over and above all Reprises, Expences and Charges, by Suit in Law, or otherwise in any wise to be sustained.

A Clause for a particular estate.

And moreover, it hath pleased the said *L.* the elder, and he heartily desireth, that *N. C.* of the Goat-houses, in the said County of *D.* and *A.* and his wife should from henceforth quietly have and enjoy one Messuage or Tenement at *F.* aforesaid, wherein he the same *N. C.* and *A.* now dwelleth, and all the Lands thereunto belonging, or therewith all occupyed, for, and during all the natural lives of the same *N.* and *A.* and the Survivors of them, for the yearly Rent of 1 [illegible] 4 d. of lawful money of *England*, at the Feasts or Dayes their usual, and other tenant-service for the same accustomed; and after the decease of the said *N.* and *A.* and the Survivor of them, then that *A.* with *C.* Son of the said *N.* and *A.* in like sort for the said Rents and Services, shall have, occupy, and enjoy all the last mentioned Premisses, for, and during all the term of the natural life of the said *A.* according to the intent and true meaning of him, the said *L.* the elder. *Provided always nevertheless*, and the further use, intent and purpose of the said Intended Conveyances, is, and for ever shall be, that if the said *R.* or any of his Heirs-male of his body, or any other Heir-male to whom (in & by these presents) or any use or estate is limited, appointed, mentioned or intended, or any other person or persons whatsoever hereafter having, claiming, or pretending any estate, term, title, or Interest, in, by, from, through, or under any such Heirs-males, do, or shall, at any time hereafter sue, molest, disturb, enter upon, eject, remove, expel, or put out the said *N. C. A.* or *A.* or any of them, of, & from the quiet occupation of the last mentioned Messuage and tenement at *F.* aforesaid, or of, or, from, any part or parcels thereof, that then, & immediately after such suit, disturbance, entry, evict'on, expulsion, or putting out of the said *N. A.* & *A.* or any of them, of, and from the said last mentioned premisses or of, or from any part or parcels thereof, thenceforth the said Feoffees, Recoverors and Conysees, and their heirs, and the survivor of them, and their heirs, shall stand, & be seized of, and in the full moyety, or one half of all that messuage or tenement situate & being in *F.* aforesaid, & now or late in the tenure or occupation of the said *L.* the elder, and likewise of, and in the full moyety, or one half of all the Lands, Tenements, Meadows, Leasows, Pastures, and Hereditaments thereunto belonging, being parcel of the premisses, to the use and behoof of the said *N.* and *A.* his wife, for, and during all their natural lives, and the life of the survivor, of-

Provision to secure other Lands, that the particular estate be not evicted.

of them; and immediately after their deceases, then to the use and behoof of the said *A.* for all the term of his natural life, yielding and paying during all the said Estates or Terms to the Heirs male of the said *L.* the elder for the time being, the yearly Rent of 40 s. at the Feast there usually by even portions; and after the Estates aforesaid so limited to the use of the said *N. A.* and *M.C.* as aforesaid ended and determined, then to the use of the said *R.S.* for term of his natural life, with like limitation of remainder further as aforesaid in and for the same Tenement in *F.* as is formerly in or by these presents limited or appointed. *In witness, &c.*

An Indenture of Covenants to levy a Fine, and suffer a Recovery in Ancient Demesne.

THis *Indenture tripartite* &c. between *F.C.* of the first part; *R.C.* and *T.B.* of the 2d. part, and *J.H.* and *F.P.* of the 3d. part; *Witnesseth*, that it is covenanted, condescended and agreed unto, by and between all and every the parties to these presents in manner and form following; that is to say, That *whereas* the said *F. C.* the day of the date of these presents, is lawfully seised in his Demesne as of Fee-tail to him and the Heirs male of his body, of and in divers Messuages, Lands, Tenements, and Hereditaments within the Liberty of *H.* at *B.* in the County of *E.* hereafter in these presents particularly mentioned and expressed, and being now fully resolved and determined how and in what manner his said Messuages, Lands, Tenements, and Hereditaments should be established and continued hereafter by the Grace of God in the name of the Parties hereafter mentioned, being of his blood, and alliance, be the said *F.C.* as well for the considerations aforesaid, as also for the better maintenance of *M.C.* his Mother, and for divers other good causes and considerations, the said *F.C.* hereunto especially moving, doth for himself and his Heirs covenant, grant, and agree with the said *R.C. T.B. J.H.* and *F. P.* and to and with every of them, their and every of their Heirs, Executors, and Administrators by these presents, That he the said *F.C.* at his own proper cost and charges in the Law, before the 30 day of *S.* next ensuing the date of these presents, shall and will in due form of Law, acknowledg and levy one or more Fine or Fines in the Court of Ancient Demesne within the said Liberty of *H.* at *B.* according to the course and common usage for levying of Fines for Lands and Hereditaments within the said Liberty unto the said *R.C.* and *T.B.* and the heirs of the said *T.* of all that Messuage, &c.

And it is further covenanted, condescended, and agreed unto, by and between all the said parties, to these presents, That the said Fine or Fines so to be levied and acknowledged as aforesaid, by the said *F. C.* to the said *R.C.* and *T.B.* and the Heirs and Assigns of the said *R.* shall be levied and acknowledged by the name of 3. Messuages, 3. Gardens, 40 Acres of Pasture, 40 Acres of Wood, and 50 Acres of Furze and Heath, and 100 s. Rent, with the Appurtenances in *H.* at *B. R.* and *H.* or by such other name or names as shall be thought

thereof, and that the ſaid Fine or Fines ſo to be had and levied of the ſaid Premiſſes, ſhall enure and be adjudged, deemed and taken to be, that the ſaid *R.C.* and *T.B.* and the Heirs and Aſſigns of the ſaid *R.* from and immediatly after the levying and engroſſing of the ſaid Fine and Fines, ſhall ſtand and be ſeiſed of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and of every part and parcel thereof, with their and every of their Appurtenances, to the uſe of the ſaid *R. C.* and *T.B.* To the intent and purpoſe, that the ſaid *R.* and *B.* and their heirs, ſhall ſtand and be adjudged perfect Tenants of the Freehold of the ſaid Meſſuages, Lands, and Premiſſes, and of every part and parcel thereof, with their and every their Appurtenances, untill a perfect Recovery, according to the uſual courſe of common Recoveries for Aſſurances of Lands, Tenements, and Hereditaments, within the ſaid Liberty of *H.* at *B.* ſhall and may be lawfully had and executed againſt the ſaid *R.C.* and *T.B.* and their heirs, of the ſaid Meſſuages, Lands, and Premiſſes.

And it is further covenanted, condeſcended and agreed unto, by and between all the parties to theſe preſents, That the ſaid *J.H.* and *F.P.* or any other perſon or perſons which the ſaid *F.C.* ſhall nominate and appoint, ſhall and may at the Coſts and Charges in the Law of the ſaid *F.C.* before the ſaid &c. day of &c. next enſuing the date thereof, purchaſe one or more Writ or Writs of *Right Clauſe* directed to the Judges, Bayliffs, or others that have power to hold Plea in Suits reall ariſing within the ſaid Liberty, and ſhall proſecute the ſame Writ or Writs in the nature of his Highneſs Writ or Writs of *Entry Sur Diſſeiſin en le Poſt* at the Common-Law, after the manner and courſe of common Recoveries there uſed and accuſtomed againſt the ſaid *R.C.* and *T. B.* whereby they ſhall demand againſt the ſaid *R C.* and *T.B.* by the name or names and quantity or quantities of Acres in the ſaid Fine or Fines to be contained or by any other name or names, quantity or quantities whatſoever the ſaid Meſſuage, Lands, Tenements, Hereditaments and Premiſſes, with their and every their Appurtenances before mentioned to be ſcituate, lying and being within the ſaid Liberty of *H.* at *B.* unto which Writ or Writs the ſaid *R.C.* and *T.B.* ſhall appear in their proper perſons, or by their Attorney or Attorneys lawfully and ſufficiently authorized, who ſhall Vouch to Warranty the ſaid *F.C*; and that the ſaid *F.C.* ſhall appear upon the ſaid Voucher in the ſaid Court in his proper perſon, or by his Attorney lawfully authorized by the courſe and cuſtom of the ſaid Court, and ſhall vouch to Warranty the common Vouchee, and that the ſaid common Vouchee ſhall appear and imparle, and afterwards make default, whereby a perfect Judgment may be had and given for the ſaid Demandants in the Writ or Writs againſt the ſaid *R.C.* and *T.B.* for the ſaid Recovery of the ſaid Meſſuages, Lands, Tenements, and Premiſſes; and upon the ſaid Recovery ſo to be had and made againſt the ſaid *R.C.* and *T.B.* that they the ſaid *R.C.* and *T.B.* ſhall recover in value againſt the ſaid *F.C*, and the ſaid *F. C.* ſhall thereupon have Judgment to recover in value againſt the ſaid common Vouchee, after and according to the manner and courſe of common Recoveries in ſuch Caſes uſed in the Court of the ſaid Liberty of *H.* at *B*; and it is fully covenanted, condeſcended and agreed unto by and between all the ſaid parties to theſe preſents, and all the ſaid parties for themſelves and their ſeveral Heirs, do ſeverally co-

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nant and agree, to and with the others of them, and with their ſeveral Heirs, That the ſaid Recovery and Recoveries, and the ſaid Fine and Fines after the ſaid Recovery and Recoveries ſhall be had and executed, and the full execution thereof, of for and concerning the Premiſſes therein to be contained, ſhall be and enure, and be adjudged, deemed, expounded, and taken to be and enure, that the ſaid Conuſees and their Heirs, and the ſaid Recoverors and their Heirs, and all and every other perſon and perſons, which ſhall then be ſeiſed of the ſaid Meſſuages, Lands, Tenements, and all other the Premiſſes, or any part or parcel thereof, ſhall ſtand and be ſeiſed of the ſaid Meſſuages, Lands, Tenements, Hereditaments, and Premiſſes, in the ſaid Fine or Fines, Recovery or Recoveries to be mentioned, with their and every their Appurtenances, and of every part and parcell thereof, to the ſeveral uſes, intents, and purpoſes in theſe preſents hereafter expreſſed and declared, and to none other uſe, intent or purpoſe, that is to ſay, of, for, and concerning all the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, with their and every their Appurtenances, and every part and parcel thereof, to the uſe and behoof of the ſaid *F.C.* for and during the term of his natural life, and after his deceaſe, then to the uſe of the firſt Son of the ſaid *F.C.* to be begotten on the body of any woman, or women, which he ſhall from and after the day of the date of theſe preſents, marry and take to wife, and of the Heirs Male of the body of ſuch firſt Son to be begotten, &c.

Provided always, and it is fully agreed by and between all the ſaid parties to theſe preſents, That it ſhall and may be lawful to and for the ſaid *F. C.* at any time or times hereafter, and from time to time, during his life, at his free will and pleaſure, by any his Deed or Writing, or laſt Will and Teſtament, by him to be ſealed and publiſhed, in the preſence of 3. credible Witneſſes at the leaſt, to alter, change, determine, revoke or make void, all or any the uſe or Uſes, Eſtate or Eſtates, in theſe preſents before declared, mentioned, or limited of the Premiſſes, or any part thereof: And that at all times, from and after ſuch time as the ſaid *F.C.* ſhall by any ſuch his Deed or Writing, or laſt Will, ſo expreſs and declare his pleaſure and mind to be to alter and change, determine, revoke or make void, all or any the Uſe or Uſes, Eſtate or Eſtates, in theſe preſents before declared, mentioned or limited of the ſaid Premiſſes, or any part thereof, that then and from thenceforth ſuch of the ſaid Eſtate and Eſtates, Uſe and Uſes, here in theſe preſents declared, as ſhall be ſo declared by ſuch Deed, Writing, or laſt Will of the ſaid *F.C.* to be altered, changed, determined or made void, ſhall ceaſe, determine, and be void: And that then and from thenceforth the ſaid Fine and Fines, and the Conuſees therein to be named; and the ſaid Recovery and Recoveries, and the Recoverors therein to be named, and all other perſon and perſons which ſhall then happen to be ſeiſed of the ſaid Premiſſes, or any part and parcel thereof, as ſhall be ſo altered, changed, determined, revoked or made void, ſhall thereof ſtand and be ſeiſed, to the uſe of ſuch perſon and perſons, and to and for ſuch Uſe and Uſes, and in ſuch manner and form, as by ſuch Deed, Writing, or laſt Will of the ſaid *F.C.* ſealed and publiſhed as aforeſaid, ſhall be declared and expreſſed, and not to any other perſon or perſons, Uſe or Uſes whatſoever. *In witneſſe*, &c.

A Covenant to ſtand ſeiſed.

THis *Indenture* made, &c. between *C. M.* and *A.* his Wife, of the one part, and *R. F.* &c. on the other part, *Witneſſeth*, That they the ſaid *C. M.* and *A.* his wife, for divers good cauſes and conſiderations, them thereunto moving, and eſpecially, that they having been married the ſpace of many years, and having had no Iſſue, and in caſe the ſaid *C. M.* ſhould dye without Iſſue of his body lawfully to be begotten, that then the Meſſuages, Lands, &c. herein after mentioned, with their and every of their Appurtenances, ſhall and may ſo long as it ſhall pleaſe the Almighty God, to remain and continue in the blood and kindred of the ſaid *C. M.* and for the natural love and affection which the ſaid *C. M.* beareth to *J. F.* wife of the ſaid *R. F.* and Siſter to the ſaid *C. M.* It is now therefore covenanted, granted, promiſed and agreed by and between all the parties to theſe preſents: *And* the ſaid *C. M.* and *A.* his wife, for themſelves and their ſeveral Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do covenant, grant, promiſe, conclude, and abſolutely agree, to and with the ſaid *R. F.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That they the ſaid *C. M.* and *A.* his wife, and the Survivor of them, and the Heirs of the ſaid *C.*, and their and every of their Aſſigns, and every other perſon and perſons now ſtanding, or being ſeiſed of or in all that Meſſuage, &c. or any part or parcel thereof, for the conſiderations here in theſe preſents before expreſſed, at all times, from and after the making of theſe preſents, ſhall ſtand and be ſeiſed of all and ſingular the ſaid Premiſes with the Appurtenances, and of every part thereof, and of all the Rents, Reverſions, Services, Profits, and Commodities of the ſame, or to the ſame in any wiſe belonging or appertaining, to the uſes and intents hereafter in theſe preſents expreſſed; That is to ſay, To the uſe and behoof of them the ſaid *C. M.* and *A.* his wife, for and during their natural lives, and the life of the longer liver of them; and after the deceaſe of the Survivor of them, for and as concerning the Reverſion or Reverſions, Remainder or Remainders, of the ſaid Meſſuages, &c. and other the Premiſſes, with their and every of their Appurtenances as the ſaid Uſes, Eſtates, and Intereſt thereof herein before expreſſed, ſhall be fully ended and determined, then to the uſe of the firſt Son, lawfully to be begotten by the body of the ſaid *C. M.* and of the heirs of the body of the ſaid firſt begotten Son, lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe of the 2d. Son, lawfully to be begotten by the body of the ſaid *C.*, and of the heirs of the body of the ſaid 2d. Son lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the 3d Son, lawfully to be begotten by the body of the ſaid *C.*, and the heirs of the body of the ſaid 3d Son lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of every other the Sons, lawfully to be begotten by the body of the ſaid *C.* ſucceſſively, as they ſhall be in Seniority or Age, and of the Heirs of their ſeveral bodies lawfully to be begotten; and for default of ſuch Iſſue Male, then to the uſe and behoof of all and every the Daughters lawfully to be begotten by the

the body of the ſaid *C.* and of the heirs of their bodies lawfully to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of *J. F.* Siſter of the ſaid *C.* and the heirs of her body lawfully begotten, or to be begotten; and for default of ſuch Iſſue, then to the uſe and behoof of the ſaid *J. F.* her Heirs and Aſſigns for ever.

And the ſaid *C. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth further covenant, grant, promiſe, and agree, to and with the ſaid *R. F.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe preſents, That all and every Fine and Fines, Recovery and Recoveries, hereafter to be acknowledged had or ſuffered, by the ſaid *C. M.* ſhall be and enure, to the only uſes, intents, and purpoſes, as in theſe preſent Indentures are mentioned and expreſſed, according to the true intent and meaning hereof, and no other wiſe. *In Witneſs*, &c.

An Indenture where Land having been forfeited upon an Indenture of Mortgage, the Mortgager aſſureth the ſame to the Mortgagee, by raiſing of Uſe upon a Covenant if the Mortgagor pay a certain Sum of Money at a day.

THis *Indenture*, &c. between *T. R.* of *C.* in the County of *C.* Eſq; on the one part, and *G. B.* of *S.* in the County of *D.* Kt. on the other part, *Witneſſeth*, That the ſaid *T. R.* for and in conſideration of a certain Sum of Money to him now paid by *A. B.* Servant to the ſaid Sir *G.* for and in his Maſters name, and for and in conſideration of 566 l. 13 s. 4 d. more of lawful &c. to the ſaid *T.* his Executors, Adminiſtrators, or Aſſigns, by the ſaid Sir *G.* his Executors or Aſſigns, to be paid on the 20th day of *N.* next enſuing the date of theſe preſents, at the now dwelling-houſe of *A. B.* in *E.* between the hours of, &c. hath Covenanted, Granted, and Agreed, and by theſe preſents for him, his Heirs, and Aſſigns, doth Covenant, Grant, and Agree, to and with the ſaid Sir *G.* his Heirs and Aſſigns, and every of them in manner and form following; that is to ſay, That if the ſaid Sir *G.* his Heirs, Executors, or Adminiſtrators, do well and truly pay or cauſe, &c. the ſaid Sum of &c. to the ſaid *T.* his certain Attorney, Executors, or Adminiſtrators, in manner and form aboveſaid, and at the day and time above limited, that then and from thenceforth, he the ſaid *T. R.* his Heirs and Aſſigns, and all other perſon and perſons, which by any Grant, or Conveyance, of or from the ſaid *T. R.* now be, or then ſhall be ſeiſed of and in the Lordſhips or Mannors of *J.* with the Appurtenances, in the ſaid County of *D.* aforeſaid, and of and in all thoſe Meſſuages, &c. ſet and being, &c. which the ſaid *T.* late had to him and his Heirs, of the Bargain, Sale, and Conveyance of the ſaid Sir *G.* by virtue of a pair of former Indentures, dated the 5th of *D. An.* 11 *Reg. C.* 2. made between the ſaid Sir *G.* on the one part, and the ſaid *T. R.* on the other part, as by the ſame former Indentures enrolled in the High Court of *Chancery* may appear, ſhall thereof and of every part thereof, ſtand and be ſeiſed to the only uſe of the ſaid Sir *G.* his Heirs and Aſſigns for ever, &c.

Covenant, &c.

whatsoever other use or uses whatsoever. *And* that then also after payment made Le Uſes. Redeliver.
unto the said *T.* his Heirs, Executors, or Assigns, of the said Sum of &c. in manner and form aforesaid, he the said *T. R.* his Heirs, Executors, or Assigns, at and upon the reasonable request of the said Sir *G.* his Heirs, Executors, or Assigns, shall and will deliver, or cause, &c. to the said *G.* his Heirs, Executors, or Assigns, one Recognizance of the Statute-Staple of the Sum of &c. bearing date &c. wherein the said Sir *G.* standeth bound to the said *T.* for performance of the Covenants of the said former Indentures with Recognizance after such a delivery thereof made, may then and thereafter, at the pleasure of the said Sir *G.* his Heirs or Executorss, be lawfully defaced and cancelled.

And further, That in case the said Sum of, &c. shall be paid in form aforesaid, and at the time therefore limited as abovesaid, that then by and during the space of one whole year, from thence next following, the said *T.* and his heirs, and all other person and persons having any lawful Right, Estate, Interest, Use, Possession or Demand, of, in, to or out of the Premisses, or any part thereof, by or from the said *T. R.* at and upon the reasonable request and costs and charges in the Law only of the said Sir *G.* his Heirs, Executors, or Assigns, shall and will do, make, knowledg, and suffer, all and singular such lawful and reasonable Act and Acts, Thing and Things in the Law, for the conveyance and assurance of the Premisses, and every part thereof, to the said Sir *G. B.* his Heirs and Assigns forever, in Fee-simple absolutely, to the only use of the said Sir *G.* his Heirs and Assigns, without any manner of Condition, Defeazance or Limitation of any other Use or Uses, as by the said Sir *G.* his Heirs, Executors, or Assigns, or his or their learned Councel, shall be reasonably and lawfully devised, with warranty only against the said *T.* and his heirs, so alwaies as the said *T.* and his heirs, be not compelled for the executing and accomplishing of any the Acts or Things aforesaid, to travell from the place where such request shall be made. To make further Assurance. Condition for travelling about the Assurance.

And also, That in case, that the said Sum of &c. shall be paid in form aforesaid, at the time aforesaid, that then at all times hereafter, the said *T.* his Heirs, Executors, Administrators, and Assigns, or some of them, shall from time to time keep harmless and indemnified, as well the said Sir *G.* his Heirs, Executors and Assigns, as also the said Mannor and all other the Premisses, with their Appurtenances, of and from all manner of former Bargains, Sales, Gifts, Grants, Leases, Annuities, Joyntures, Dowers, Uses, Wills, Intails, Statutes-Merchant, and of the Staple, Recognizances, Charges and Incumbrances whatsoever, had, made, done, or knowledged, or to be had, &c. by the said *T.* his Heirs or Assigns, or by his or their assent, consent, means, or procurement of such Grants and Bargains as the said *T.* heretofore hath, of or for the Premisses, or any part thereof made, to or with the said Sir *G. B.* only except. Discharge of Incumbrances.

Provided always, That in case it do happen that the said Sum of &c. be not paid in form aforesaid at the time therefore limited as aforesaid, that then and from thenceforth these presents as to the raising of any use or uses of or in the Premisses, or any part thereof unto the said Sir *G.* and his Heirs and Assigns, shall be clearly and utterly void and frustrate, and then and thereafter the said *T. R.* and his heirs, and all other person and persons seised or to be seised of the *Condition.*

said Premisses or any part thereof, shall thereof stand and be seised to the use of the said *T.* and of his Heirs and Assigns for ever, and to none other use or uses, these presents or any thing therein contained to the contrary notwithstanding. *In witnesse*, &c.

An Indenture for raising of Uses in Land with Condition, that if any of the Uses go about to alter the Estate tail, his Estate shall cease, and the next in Remainder enter, and condition also, that the Donor may alter the Uses at his pleasure.

THis *Indenture*, &c. between *F. W.* Esq. of the one part, and *W. M.* and *W. D.* Gent. on the other part; *Witnesseth*, That the said *F. W.* for and in consideration of the great love, zeal and affection which he beareth to *V.* now his Wife, and for her preferment and advancement in living by him, and for the good, zeal, love and affection which he beareth unto *E. W.* and *M. W.* his daughters, and as yet heirs apparant unto him, and for the great love zeal and affection which he beareth unto *E. W. M. M.* wife of the said *W. M.* and *C. D.* sisters to the said *F. W.* and for the preferment in living of the said *F.* the daughter, and *M.* and their Heirs, and of his the said *F. W.* sisters and their heirs, and for the continuance of the Manors, Lands, Tenements and Hereditaments hereafter expressed in the blood, and kindred of the said *F.* the Father, and for divers other good causes &c. doth covenant and grant by these presents for him and his heirs, to and with the said *W. M.* and *W. D.* their Heirs and Assigns, That he the said *F. W.* the Father and his heirs, and all and every other person and persons, and their Heirs and Assigns, that now stand or be seised, or that hereafter shall stand or be seised of and in all that the Manor and Lordship of *B.* and Hundred of *E.* with all the Rights, Members, and Appurtenances in the County of *W.* And of and in all other the Messuages, Lands, Tenements, &c. and Hereditament whatsoever, of the said *F.* the Father, with all and singular their Appurtenances in the Towns, Parishes, Hamlets and Fields of &c. in the said County of *W.* or elsewhere in the same County of *W.* in which the said *F.* the Father hath any Estate of Inheritance, shall from thencefurth stand and be seised thereof and of every part and parcel thereof, to the uses, behoofs, intents and purposes hereafter expressed, limited, and appointed, and to none other use, behoof, intent, or purpose; *that is to say*, to the use and behoof of the said *F.* the Father and *W.* for and during the term of their lives, and the life of the longer liver of them, without impeachment of any manner of Waste during the life of the said *F.* the Father, and after their decease and the decease of the longest liver of them, then of and in the one moyety of the said Mannor, &c. to the use &c. and of and in, &c. to the use, &c. [*How let the Uses be raised.*]

Proviso to extinct the Estate of the parties going about to discontinue the Estate Taile.

Provided always, and it is covenanted, granted, concluded and agreed between the said parties, That if the said *F.* the Daughter, and *M.* or either of them shall be fully and finally resolved and determined, and shall willingly and

and shall attempt or go about to suffer any Recovery, levy any Fine, or to make any discontinuance of the whole Premisses, or of any part or parcel thereof, or to do or cause to be done any act or thing whereby the Estate tail limited, appointed, or intended by these presents to them the said *F.* and *M.* or either of them, and to the several heirs of their several bodies lawfully begotten, or whereby the Fee-simple of the Premisses, or any part thereof shall or may be barred, defeated, undone, determined, discontinued, altered or changed, that then and from thenceforth the use in tail and Estate before to her or him limited, or which be by the intent and meaning of these presents, the same person or persons shall be inheritable of and in so much of the Premisses or of or in the which he or she shall be fully and finally resolved and determined; and wittingly and willingly shall attempt or go about to suffer any Recovery, levy any Fine, or to make any Discontinuance, or to do any other act or acts, things or things, whereby the Estates tail or any of them limited, raised or appointed by these presents, or any of the Reversions or Remainders limited in these presents should or shall by any wayes or means be defeated, avoided, undone, discontinued, barred, altered, changed, or determined, shall cease and be void touching her or him, and the heirs of her or his body lawfully begotten to all intents and purposes as the same person or persons were dead without any heirs of his or their body, and then the same shall be and go to the other uses limited in these presents, according to the intent of these presents in such sort as it should, if she or he had died without issue of her or their body lawfully begotten; and forasmuch as the said *F. W.* hath not as yet any Issue-Male of his body lawfully begotten, and for that God may hereafter send him some Issue Male, in which case the said *F.* may be desirous to unto the assurance thereby made, and to convey the inheritance of the Premisses, or suffer the same to discend to such Issue-Male; and for that also the said 2. Daughters of the said *F.* be as yet children and of tender age, so as the proof of them is not as yet seen, in case it may chance that the said *F.* shall hereafter mislike of the conditions of his said Daughters or one of them when they come of greater years (which God forbid) and for that it may be that the said *W.* may die, leaving the said *F*; and that the said *F.* may take any other wife to whom it shall be necessary to make a Joynture of the Premisses therefore and for other occasions that may chance.

Reasons conducing the conditions following.

Provided always, and it is covenanted, &c. between the said parties and either and every of them, for him his and their heirs, doth covenant and grant by these Presents, to and with the other and his heirs, That if the said *F.* do at any time hereafter during his life upon whatsoever occasion by his Writing sealed with his seal, and inrolled in any Court of Record of the Kings Highness, his Heirs or Successors, signifie and declare, that his Will and pleasure is, that the Estates limited or appointed in these presents, shall be void and of none effect touching or concerning all the said Mannor, &c. or touching some or any part thereof, that then and from thenceforth the Uses, Estates, and Limitations conveyed, raised or made by or in these presents, touching all the said Mannor, &c. and other the Premisses, whereof or in the which the Uses, Estates, and Limitations, limited or expressed in these presents shall be so signified to

Proviso to make void the Estate tail *Supra* or any part thereof upon a Writing to be therefore enrolled in the Chancery.

be void and of none effect, or touching or concerning ſuch or any part of the ſame Premiſſes, whereof or in the which the Uſes, Eſtate, and Limitations limited or expreſſed in theſe preſents ſhall be alſo ſignified or declared to be void and of none effect, ſhall from thenceforth ceaſe, be clearly void and of none effect. *And* that then and from thenceforth the ſaid *F.* his Heirs and Aſſigns, and all and every perſon and perſons, their Heirs and Aſſigns that now ſtand, or that hereafter ſhall ſtand ſeiſed of or in the ſaid Mannor of &c. or of or in any ſuch part, parcel or member thereof, of in or touching which the ſaid uſes, &c. ſhall be ſo ſignified or declared to be void, ſhall from thenceforth ſtand and be ſeiſed of and in the ſame Premiſſes, of or in the which the uſes, &c. limited or expreſſed in theſe preſents, ſhall be ſo ſignified or declared to be void, or of or in ſuch part of the ſame Premiſſes, of or in which the uſes, &c. to the uſe and behoof of the ſaid *F.* and of his Heirs and Aſſigns for ever, and to none other uſe, behoof, intent, or purpoſe. *And* that then and from thenceforth it ſhall be lawful unto the ſaid *F.* and to his Heirs, into the ſaid Mannor, &c. whereof or in the which the uſes, &c. or into ſuch part, parcell, or member of the Premiſſes thereof, and enjoy as in their former Eſtate: This Indenture, &c. *In witneſs, &c.* To one part, &c. And to another part, &c. And to the 3d. part, &c.

An Indenture of Covenants to ſuffer a Recovery in London, *whereby the Land recovered is aſſured to the Bargainor, in caſe a ſum of money (being the purchaſe-money) be not paid, albeit the reſt of the Aſſurances to the Vendee be abſolute.*

A Bargain and Sale of a Feoffment with Livery, and a Releaſe enrolled in *London*, all abſolute without Condition.

THis *Indenture* tripartite, &c. between *T.G.* on the firſt part, *G.L.* &c. on the 2d. part, and *A.B.* and *C.D.* on the 3d. part, *Witneſſeth*, That whereas the ſaid *T.G.* by good and ſufficient conveyance, to him heretofore made, by and from the ſaid *G. L.* is lawfully ſeized in his Demeſne as of Fee, of and in all that Meſſuage &c. and of and in all Shops, &c. It is now fully covenanted, granted, concluded, condeſcended, and agreed, between the ſaid parties, in theſe preſents, in manner and form following, that is to ſay, that the ſaid *A. B.* and *C. D.* or the Survivor of them, before the 1. day of *O.* next enſuing the date of theſe preſents, ſhall purſue and bring the King's Majeſties Writ of *Right Patent*, out of his Highneſs Court of *Chancery*, againſt the ſaid *T.G.* to be directed to the Mayor and Sheriffs of the City of *L.* By which Writ of *Right Patent*, the ſaid *A.* and *C.* or the Survivor of them in the *Guild-Hall* of *L.* before the ſaid Mayor and Sheriffs in the Court of *Huſtings*, according to the cuſtome of the ſame City, ſhall demand againſt the ſaid *T.G.* the ſaid Meſſuage or Tenement, or other the Premiſſes, by the name of one Meſſuage and one Curtilage, with the Appurtenances in *L.* or by ſuch other name or quantity, as the ſaid *T.* or his learned Councel ſhall think meet; and that the ſaid *T.* in his own proper perſon, or by his ſufficient Attorney, ſhall appear to the ſaid

said Writ, and after declaration thereupon made, shall make defence and vouch over to Warranty the said *G.L.* who shall appear and enter into Warranty, and vouch over the common Vouchee, which common Vouchee shall appear, and after make default, and depart in contempt of the Court, whereby Judgment shall be given in the said Writ against the said *T.G.* and Execution thereof shall be had. *And now* it is by these presents fully and expressly witnessed and declared, *And also* it is covenanted, granted, condescended, expressed and agreed by and between all and every the said parties by this present Indenture, That the said Recovery in what manner, form, or by whatsoever Name or Names, the same shall be had and passed, and the Execution thereof, and that the true intent and meaning of the same is, and that all other Recoveries, and all Fines, Feoffments, and other Conveyances and Assurances whatsoever, at any time since the first day of this instant month of *J.* suffered, levied, executed or made to be, &c. hereafter of the said Messuage, Tenement, and Premisses, or any part thereof, and that the said *A.B.* and *C.D.* and the Survivor of them and their Heirs, and all and every other person and persons which now be, or at any time hereafter shall be seised of the said Messuages, &c. shall thereof, and of every part thereof stand and be seised to the uses and intents hereafter in these present Indentures mentioned and expressed, and to no other use or intent: *that is to say*, To the only use of the said *T. G.* and of his Heirs and Assigns for ever; So alwayes, and upon condition, that the said *T.G.* his Heirs, Executors, &c. do pay, &c. to the said *G. L.* the Sum of 246 l. at &c. at the said Messuages, &c. in form following, *viz.* on the &c. 76 l. thereof, &c.

Use of the Recovery, and of all other Assurances.

Uses.

Conditions.

Provided alwayes, and it is moreover Covenanted, Granted and Agreed by and between the said parties to these presents, That if default be made of or in payment of the said Sum of &c. or any part thereof contrary to the form above mentioned, that then the said Recovery to be suffered and executed by vertue of these presents, and all and singular other the said Recoveries, &c. shall be, and all persons that now be, or hereafter shall be seised of the said Messuage, &c. shall from time to time, and at all times after such default had or made, stand, and be thereof and every part thereof seised to the only use of the said *G.L.* his Heirs and Assigns for ever, and to none other use, intent or purpose whatsoever.

Proviso to change the Use.

And also, the said *T.G.* covenanteth, &c. That within 3. moneths after such default, as aforesaid, made of and in payment of the said Sum, &c. contrary to the form aforesaid, he the said *T.* his Heirs or Assigns, shall at the Messuage aforesaid, well and safely redeliver, or cause, &c. to the said *G.* his Heirs or Assigns, all such Deeds, Evidences or Writings, as the said *G.* or his Heirs, or any of them hath now made or delivered, or hereafter in the mean time shall make or deliver to the said *T.G.* or his heirs concerning the Premisses, or any part thereof. [*A Covenant for giving Acquittances at every payment,*] &c. *In witness*, &c.

Covenant to redeliver Writings.

A Covenant to ſuffer a Recovery of Copy-hold Land, by a Plaint in a Court-Baron, after the Order of a Recovery at the Common Law.

THis *Indenture tripartite*, &c. Between *R. H.* Cit. and Inholder of *L.* on the firſt part, and *H. L.* of *H.* in the County of *M.* and *E.* his wife on the 2d part; and *W. W.* of *L.* Inn, in the County of *M.* Gent. on the 3d part, *Witneſſeth*, That for divers conſiderations, moving the ſaid parties, It is covenanted, granted, and agreed, by and between the ſaid *R. H. H. L.* and *E.* his wife, and the ſaid *W.* and every of them, in manner and form following, that is to ſay,

Covenant to ſuffer a Recovery of &c.

The ſaid *R. H.* doth covenant and grant, that he the ſaid *R.* before the 20 Day of *J.* next, &c. ſhall permit and ſuffer the ſaid *W. W.* to bring and purſue againſt the ſaid *R. H.* in the Court-Baron of the Mannor of *H.* in the ſaid County of *M.* one Plaint, in the nature of a Writ of *Entry ſur Diſſeiſin, in le poſt*, of all and ſingular thoſe his Meſſuage, one Cottage, and 20 Acres of Meadow, with the Appurtenances; which ſaid Meſſuage &c. being ſcituate together, and do abutt upon &c. and which ſaid Meſſuage &c. the ſaid *R. H.* late had in Remainder of the Surrender of *M. H.* his Father, by the names of one Tenement hereditable, and two Crofts thereunto appertaining, containing in the whole, by eſtimation 9 Acres, ſometime *J. H.* and an Acre, &c. lying between &c. as by the Court-Roll of the General Court of the ſaid Mannor, holden at *H.* on *Thurſday* being the 27. Day of *N.* in the firſt year, &c. amongſt other things, more plainly and fully doth and may appear. And that the ſame Plaint in the nature of the ſaid *Writ of Entry* in the *Poſt*, ſhall be entred, commenced, and

By the Name.

ſued, of all and every the Premiſſes, with the Appurtenances, by the Names of &c. with the Appurtenances in *H.* within the Juriſdiction of the Court of the ſaid Mannor of *H.* to the which Writ the ſaid *R. H.* alſo promiſeth that he ſhall and will appear in his own proper perſon, or by his Attorney, in ſuch behalf lawfully authorized: And thereupon ſhall make his Defence, according to the Law, and thereof ſhall Vouch to Warranty, of and for the Premiſſes one *J. M.* and that the ſaid *J. M.* ſhall enter into the Warranty of the Premiſſes, and after ſhall make Default, according to the manner and form of common Recoveries in Writs of *Entry ſur diſſeiſin in le poſt*, whereby the ſaid *W. W.* ſhall have Judgment to recover the ſaid two Meſſuages, and 20 Acres of Meadow, and other the Premiſſes, againſt the ſaid *R. H.* and the ſaid *R. H.* to recover over in value, againſt the ſaid *J. M.* according to the manner and form of common Recoveries in Writs of *Entry* &c. which

Le *Uſe.*

Recovery, the ſaid *R. H.* covenanteth, promiſeth, and granteth, to ſuffer to be executed by Precept and Warrant out of that Court, in the nature of a Writ of *Habere facias ſeiſinam*, according to the Order of the Law.

And

And it is further in like manner covenanted, granted, condescended, and agreed, between the said *R. H. H. L.* and *E.* his Wife, and the said *W. W.* that the said Recovery, and the Estate of the Premisses, to be had, and to be received and obtained by reason thereof, shall be to the onely use, behoof, intent, and meaning, hereafter in these presents expressed and declared, and to none other uses, behoofs, intents, and meanings, that is to say, To the use and behoof of the said *E. L.* the Daughter of the said *R. H.* and of her heirs and Assigns for ever.

And moreover it is covenanted, granted, condescended, and agreed, between the said parties, to these presents, and the same parties for them, their Heirs, Executors, and Assigns; and for the Heirs, Executors, and Assigns of every of them, do covenant, promise, grant, condescend, conclude, and agree, by these presents, that the said *W. W.* and his Heirs and Assigns, after the said Recovery of the said Premisses and execution thereupon had by the said *W.* accordingly, shall thereupon, and thereto stand and be seized of the said Messuage, &c. to the onely use and behoof of the said *E. L.* and of her Heirs and Assigns for ever; And to no other use or uses. *In witnesse*, &c.

An Indenture for knowledging of a Fine and Recovery of Land, and leading the use thereof with Covenants of Warranty, and discharge of Incumbrances.

THis *Indenture*, &c. Between *T. S.* of West *A.* in the County of *S.* Gent. Son and Heir of *J. S.* late Wife of *C. S.* deceased, Father of the said *T.* which *J.* was Daughter and Heir of *R. P.* the younger, which was Son and Heir of *R. P.* the elder, on the one part, and *N. B.* Cit. and Grocer of *L.* and *S. B.* eldest Son of the same *N.* on the other part, *Witnesseth*, That for and in consideration of the Sum of &c. to the said *T.* before the ensealing, &c. paid and contented by the said *N. B.* whereof, &c. It is now covenanted, concluded, and agreed, between the said parties.

And the said *T. S.* for him, his Heirs, Executors, and Administrators, and every of them, doth covenant and grant, to and with the said *N. B.* and *S. B.* their Heirs, Executors, Administrators, and Assigns, and every of them, by these presents, in manner &c. That he the said *T. S.* and *A.* now his Wife, before the 29th Day of *J.* now next coming, at the costs and charges in the Law of the said *N.* and *S.* shall and will knowledge one Fine *Sur Conizance de droit come ceo qui ad de Son*, done in due form of Law, and according to the usual course of Fines unto the said *N.* and *S.* as well of all that Messuage, with all and singular Barns, Stables, Houses, Buildings, Lands, Tenements, and other Appurtenances thereunto belonging, now or late in the Tenure or Occupation of &c. or of his Assigns, scituate &c. in *T.* in the County of *M.* which one *W. R.* by his Indenture of Lease, dated &c. did demise, and let to Farm

to one *R. F.* for a certain Term of years, yet not expired, and of one Close &c. containing by eſtimation 10 Acres of Land, and of a Field called &c. containing &c. and of one Meadow &c. to and with the Meſſuage aforeſaid, now occupyed and belonging: As alſo of all and ſingular other Meſſuages, Lands, Tenements, Rents, and Services, and the Reve ſion and Reverſions thereof whatſoever, which the ſaid *T.* hath, or ought to have in *T.* aforeſaid: And the ſame, by the ſaid Fine, ſhall remiſe and quit claim from them and their Heirs, to the ſaid *N.* and *S.* and the Heirs of the ſaid *N.* for ever, with Warranty of the ſaid *T.* and *A.* againſt themſelves, and the Heirs of the ſaid *T.* for ever: which Fine ſo had and levyed, ſhall be to the uſe of the ſaid *N.* and *S.* and their Heirs for ever.

And moreover it is agreed between the ſaid parties, that immediately, or ſoon after the ſaid Fine ſhall be knowledged and recorded, one *N. N.* ſhall bring and purſue one Writ of Entry in the *Poſt*, in the King's Court of Common Pleas at *W.* before his Juſtices there, and thereby ſhall demand the Premiſſes by words of Courſe, againſt the ſaid *N. B.* and *S.* or the Survivor of them, to which Writ the ſaid *N.* and *S.* or the Survivor of them, ſhall appear *gratis*, and Vouch to Warranty the ſaid *T. S.*

And the ſaid *T. S.* for him, his Heirs, Executors, and Adminiſtrators, doth covenant and grant, to and with the ſaid *N.* and *S.* their Heirs, Executors, and Adminiſtrators, by theſe preſents, That he the ſaid *T.* upon reaſonable premonition and requeſt thereof to him before-hand, to be given and made, will thereupon appear in the ſaid Court, and there enter into the ſaid Warranty *gratis*, and after Vouch over the common Vouchee, who may then likewiſe enter into the Warranty and Imparl, and after Imparlance depart in contempt of the Court, ſo as a perfect Recovery, with double Vouchee, may then be had, and paſſed, of all the Premiſſes, in due form of the Law, and Seiſin thereof had and executed accordingly, for the perfect executing and performing of which ſaid Recovery, with double Voucher, as before, the ſaid *T. S.* for him, his Heirs, and Aſſigns, doth covenant and grant, upon reaſonable requeſt, to do all ſuch reaſonable Act and Acts, as before is limited, or otherwiſe ſhall be meet and convenient by him to be done and executed concerning the Premiſſes, the ſame to be done at the coſts and charges in the Law onely of the ſaid *N.* or *S.* their Heirs or Aſſigns.

And it is further covenanted, concluded, and agreed, between the ſaid parties to theſe preſents, for themſelves, their Heirs, and Aſſigns, and every of them for himſelf, and his Heirs, doth covenant, grant, and agree, to and with each other of them, and his and their Heirs, by theſe preſents, that as well the ſaid Fine and Recovery aforeſaid, and either of them to be levyed, or had of the Premiſſes, or of any part thereof; as alſo all and every other Conveyances and Aſſurances whatſoever, thereof, or of any part thereof, to be knowledged, had or made at any time hereafter, between the ſaid parties, their heirs or Aſſigns, ſhall be, and by theſe preſents are fully and plainly expreſſed, declared, and agreed, to be to the only uſe and behoof of the ſaid *N.* & *S.* and of their Heirs and Aſſigns for ever, and to none other uſe, behoof, intent, or purpoſe whatſoever.

And

And the said *T. S.* Covenanteth &c. to and with the said *N.* and *S.* &c. in manner &c. *viz.* That he the said *T. S.* now is and ſtandeth, and untill the leaſing and ingroſſing of the Fine aforeſaid, ſhall be and ſtand lawfully and ſolely ſeized, of and in all and ſingular the Premiſſes, of a good, perfect, and ſure Eſtate in the Law, in Fee-ſimple or Fee-Tail; And that the ſame Premiſſes are and ſtand, and at the ingroſſing of the Fine aforeſaid, ſhall be and ſtand, and for ever hereafter ſhall abide and continue, clearly and freely diſcharged and acquitted; or otherwiſe by the ſaid *T.* his Heirs, Executors, or Adminiſtrators at all times ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains, Sales, Leaſes, Bonds, Statutes, Recognizances, Rents, Arrearages of Rents, Forfeitures, Re-Entries, and Cauſes of Forfeiture or Re-Entry, and all other Eſtates, Rights, Titles, Grants, Charges, or Incumbrances whatſoever, had, made, cauſed, procured, or agreed unto, by the ſaid *T. S.* or any of his Anceſtors; or of any other perſon or perſons, by his or their Means, Title, or Procurement, one yearly Rent of 5 *l.* 16 *s.* 8 *d.* and Suit to the Court of the Manor of *T.* reſerved, of and for the Premiſſes, yearly to be paid and due, to the Heirs and Aſſigns of *W. C.* deceaſed, and the ſaid Leaſe made by the ſaid *W. R.* to the ſaid *W. F.* as aforeſaid, always except and fore-prized.

And alſo, that the ſaid *N.* and *S.* their Heirs and Aſſigns, ſhall and lawfully may from henceforth, have, hold, and enjoy the Premiſſes, and have, take, perceive, and enjoy, all the Rents, Revenews, Iſſues, and Profits thereof, to their owne uſe, without any Let, Diſturbance, or Eviction, of or by the ſaid *T. S.* his Heirs or Aſſigns, or of, or by any other perſon or perſons, by his Means, Title, or Procurement.

And moreover, That he the ſaid *T.* and his Heirs, at all times, during 5 years next after the date of theſe preſents, at and upon every reaſonable requeſt, and at the coſts and charges in the Law onely of the ſaid *N.* and *S.* their Heirs, Executors, or Aſſigns, or any of them, ſhall and will do, make, knowledge, and ſuffer all and ſingular Act and Acts, Thing and Things, in the Law, with Warranty onely againſt the ſaid *T.* and his Heirs, for the further or better Conveyance, Aſſurance, and ſure making, of all and ſingular the Premiſſes, to be had, conveyed, and made ſure to the ſaid *N.* and *S.* and their Heirs, and the Survivor of them, his Heirs and Aſſigns, for his and their own uſe, clearly and abſolutely, without any manner of Condition for ever, as by the ſaid *N.* and *S.* or the Survivor of them, his Heirs, Executors, or Aſſigns, or by his or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably Deviſed or Adviſed. *In wit-*

neſſe &c.

An Indenture for acknowledgement, and leading the use of a Fine and Recovery.

THis *Indenture Tripartite* made &c. Between *H. G.* Esq; on the first part, *A. G.* natural Mother of the said *H.* on the 2. part, and *T. G.* Gent. on the 3d part, *Witnesseth*, That it is covenanted and agreed, by and between the said parties for themselves, their Heirs and Assigns, in manner and form following, *that is to say*, That the said *H. G.* and *A.* his Wife, before the end of *Michaelmas* Term next coming, before the King's Majesties Justices of his Common-Bench at *Westminster*, shall levy one Fine with Proclamations, according to the Statute in that behalf provided, unto the said *T. G.* and his heirs, of all those two Messuages, with their Appurtenances in *F.* and *W.* in the County of *M.* now or late in the several Tenures or Occupations of &c. or their Assigns, by the name of 2 Messuages, 2 Barns, 2 Gardens, 16 Acres of Meadow, 70 Acres of Pasture, and 8 Acres of Wood, with their Appurtenances in *F.* and *W.* and that after the said Fine shall be recorded before the said Justices *T. W.* Gent. and *R. C.* by the King's Majesties Writ of *Entry sur Disseisin in le post*, shall by the names aforesaid, demand the said Messuages, with their Appurtenances, in the said Court, before the said Justices, against the said *T. G.* on this side the Feast of St. *A.* next ensuing, to which Writ the said *T. G.* shall appear in his proper person, and make Defence by words of Court, and shall vouch to Warranty the said *H. G.* who also shall appear in his proper person, and vouch over the common Vouchee, who shall also appear and joyn the Mise, and after Imparlance, shall depart in contempt of the Court, so as a perfect Recovery shall be had by the said *T. G.* and thereof Seisin executed upon the Premisses, according to the usual manner of common Recoveries,

And further, That the said Recovery, and the Seisin thereof had as aforesaid, and all other former Conveyances of the Premisses shall be, and all persons seized, or to be seized thereof, or of any part thereof, shall stand thereof and be seized, to the only uses and intents following, and to none other use or intent whatsoever, *That is to say*, Of the said Messuage, with the Appurtenances in the Occupation of the said *W. S.* to the only use of the said *H. G.* and of his Heirs and Assigns for ever; and of the said Messuage, with the Appurtenances, in the Occupation of the said *T. G.* to the use of the said *A. G.* for and during all the term of the natural life of the said *A.* and after her decease, to the use of the said *H. G.* and of his Heirs and Assigns for ever.

And the said *H. G.* for him, his Heirs, Executors, and Administrators, and every of them, doth covenant and grant, to and with the said *A. G.* her Executors &c. in manner &c. *viz.* That the said Messuage, with the Appurtenances in the Occupation of &c. and mentioned to be conveyed by the Fine and Recovery aforesaid, now is, and during the natural life of the said *A. G.* shall be, or lawfully may be, and continue to the said *A.* and her Assigns, during the natural

all of the said *A.* of the clear yearly Rent and value of 13 *l.* 13 *s.* 4 *d.* of lawful Mo. above all Charges and Reprises.

And, that the said *A. G.* and her Assigns, may lawfully and quietly have, hold and enjoy the said Messuage, with the Appurtenances, in the Occupation of the said &c. and mentioned to be conveyed by the Fine and Recovery aforesaid, during the natural life of the said *A.* clearly discharged and acquitted, or otherwise at all times by the said *H. G.* and his Heirs, sufficiently kept harmless, of and from all former Bargains, Grants, Sales, Bonds, Charges, Estates, Titles, Interests, and Incumbrances whatsoever, had, made, done, caused, or procured by the said *H. G.* or by *W. G.* late Father of the said *H.* or by them, or any of their Act, Knowledge, Consent, or Procurement. *In witness*, &c.

An Indenture, for acknowledging of a Fine of Rent.

THis *Indenture Tripartite* made &c. Between *W. G.* of *B.* in the County of *W.* Esq; and *E.* his wife, on the first part, and *R. P.* Cit. and Merchant-Taylor of *L.* on the 2d part, and *S. P.* eldest Son of the said *R. P.* on the 3d part, *Witnesseth*, That it is covenanted, granted, and agreed, between the said Parties, for them, their Heirs, and Assigns, and every of them by these presents, That the said *W.* and *E.* for themselves, their Heirs, and Assigns, and every of them, do covenant and grant, to and with the said *R.* and *S.* their Heirs and Assigns, and the Heirs and Assigns of every of them, by these presents, in manner and form following, that is to say, That they the said *W.* and *E.* before the Feast of *A.* next coming, at the costs and charges in the Law of the said *R.* and *S.* or of one of them, or of their Executors, Administrators, or Assigns, of one of them, shall and will in due form of Law, knowledge and levy one or more Fine or Fines, with Proclamations, before the Justices of our Soveraign Lord the King, of his Common-Bench at *Westminster*, according to the common and usual order of Fines, and of the Statutes in that Case provided, of 9 *l.* 13 *s.* 4 *d.* going out of 2 Messuages, and 2 Shops, and of one yearly Rent of 6 *l.* 13 *s.* 4 *d.* going out of one other Messuage, and one Shop, with the Appurtenances in *W.* in the Parish of St. *M.* of *L.* at the Feasts of the *Birth* &c. the *Annunciation* &c. the *Nativity* &c. and St. *M.* by even portions to be paid; and also of 13 *s.* 4 *d.* to be paid in the name of a Pain, for not paying of the said yearly Rent of 9 *l.* 13 *s.* 4 *d.* and of 10 *s.* to be paid in the name of a Pain, for not paying the said yearly Rent of 6 *l.* 13 *s.* 4 *d.* then and so often, when and as often, as the same Rents, in any Feast of the Feasts aforesaid, shall be unpaid; and by the same Fine and Fines, shall knowledge the said yearly Rents, and the said Sums, in the name of a Pain to be paid, in manner and form aforesaid, to be the right of the said *R.* as those that the said *R.* and *S.* then shall have of the gift of the said *W.* and *E.* and the same, by the said Fine or Fines, shall enure and quit claim from them the said *W.* and *E.* and their Heirs, to the said *R.* and *S.* and the Heirs of the said *R.* for ever.

And

And moreover, the said *W.* and *E.* shall by the said Fine and Fines, [illegible] for them, and the Heirs of the said *W.* that they shall warrant to the said *R.* and *S.* and to the Heirs of the same *R.* the said Rents, and the said sums to be payd in the name of a Pain in manner and form aforesaid, against them the said *W.* and *E.* and the Heirs of the said *W.* for ever, or otherwise by any other Fine in any other manner only, with such warranty as is aforesaid, as by the learned Councel of the said *R.* and *S.* or either of them, shall be lawfully and reasonably devised or advised at the only costs and charges of the said *R.* and *S.* or of one of them, or of the Heirs, Executors, or Administrators of one of them.

And the parties aforesaid, do Covenant, Grant and Agree together for themselves, their Heirs and Assigns, and for every of them, and the Heirs and Assigns of every of them by these present Indentures, that the said Fine, and every other Fine and Fines as aforesaid, to be knowledged between the said parties, or their Heirs of, and for the said yearly Rents aforesaid, going out of the said Messuages and Shops aforesaid, and of the said sum to be payd in the name of a Pain, in manner and form aforesaid, shall be, and from thenceforth shall be deemed and taken to be: and also that then and from thenceforth, the said *R.* and *S.* and the Heirs of the said *R.* and they the said *R.* and *S.* and the Heirs of every of them shall be, and stand seised of the said yearly Rents, and other the Premisses with the Appurtenances, to the only uses, intents and purposes hereafter expressed in these Indentures, and to none other use or uses, intent or purpose whatsoever, that is to say, Of the said yearly Rent of 6*l.* 13*s.* 4*d.* and of the said sum of 13*s.* 4*d.* to be payd in the name of a Pain for not paying thereof, in manner and form as aforesaid, as often as the said Pain shall be payable to the only use and behoof of the said *S. P.* and of the Heirs and Assigns of the said *S.* for ever, and of the said yearly Rent of 6*l.* 13*s.* 4*d.* and of the said sum of 10*s.* to be payd in the name of a Pain for not paying thereof in manner and form aforesaid as often as the said Pain shall be payable to the only use of the said *R. P.* and of the Heirs and Assigns of the said *R. P.* for ever. *In witness, &c.* to one part of these present Indentures, remaining to and with the said *R. P.* the said *W.* and *E.* have set their Seals, and to one other part thereof remaining, to and with the said *S. P.* the said *W.* and *E.* have likewise set their Seals, and to the 3d part of the same Indentures remaining to and with the said W. and *E.* the said *R.* and *S.* have set their Seals, *&c.*

A Covenant to convey Land and Rent to the Use of a College.

THis Indenture *Quadripartite*, made *&c.* Between W. F. Cit. and *M.* of *L.* on the first part, *A. B.* &c. on the 2d part, and the Master and Wardens of the Mystery of Marchant-Taylors, of the Fraternity of St. *John Baptist*, in the City of *L.* on the 3d part, and the President, and Scholars of the College of St. *John Baptist*, in the University of *O.* on the 4th part, witnesseth that *whereas* our Soveraign Lord the King, by his Highness Letters Patents under the Great Seal of *E.* bearing date at *Westminster*, the 30 day of *O.* [illegible]

laſt paſt, for the cauſes, and for the purpoſe in the ſame Letters Patents expreſſed, hath given and granted unto the ſaid *W. F.* by the name of his beloved Servant *W. F.* and to his Heirs and Aſſigns for ever, all that yearly Rent or Stipend of ſeven pound, and that yearly Rent of ſix ſhillings, eight pence, which were ſometime given and granted by *M. F.* deceaſed, to certain ſuperſtitious uſes in the Church of *M.* in the County of *N.* and which were appointed by the ſaid *M.* to be iſſuing and going out of the Lands and Tenements of the myſtery or Fraternity of St. *John Baptiſt*, in the City of *L.* and to be payd by the Maſter and Wardens of the myſtery aforeſaid, and alſo by the ſame Letters Patents, hath given and granted unto the ſaid *M. F.* his Executors and Aſſigns, all the Arrerages of the ſaid ſeveral yearly Rents of 7 *l.* and 6 *s.* 8 *d.* concealed and unpayd from the Feaſt of *E.* in the 2d. year of the Raign of our ſaid Soveraign Lord King *E.* the 6th, untill the Feaſt-day of St. *M.* in the 19th year of the Raign of our ſaid Soveraign, &c. and one Writing Obligatory of 200 Marks remaining in the Cuſtody of his Majeſties Remembrances, bearing date the 20. day of *M.* now laſt paſt, wherein the ſaid Maſter and Wardens, ſtood bound to his Majeſty for the payment of 103 *l.* 6 *s.* for the Arrerages of the ſaid yearly Rents, as by the ſaid Letters Patents, &c. *And whereas* the ſaid *W. F.* in his own Right, and to his own uſe, is lawfully and ſole ſeized, of and in one Meſſuage and Tenement, with the Appurtenances lying and being in C. ſtreet, in the Pariſh, &c. in *L.* now in the Occupation of *R. T.* and which the ſaid *W.* lately purchaſed to him and his Heirs of *I. M.* of *L.* Draper. *Now*, the ſaid *W. F.* minding not only to imploy the ſaid Meſſuage or Tenement, with the Appurtenances for ever, to the Help and Relief of poor Scholars for the time being, Student in St. *Johns Colledge*, in *O.* aforeſaid; but alſo intending duly to perform the purpoſe and intent of the ſaid Letters Patents for him and his Heirs, doth Covenant and grant to, and with the ſaid Maſter and Wardens, and their Succeſſors by theſe Preſents, that he the ſaid *W.* or his Heirs, on this ſide, the Feaſt of *P.* next coming, ſhall and will grant, convey and aſſure from him the ſaid *W.* and his Heirs, unto the ſaid *A. B.* and his Heirs for ever, as well the ſaid Capitall Meſſuage, with all and ſingular the Appurtenances, in as large and ample manner, as the ſaid *W.* had the ſame of the ſaid *I. M.* as alſo the ſaid yearly Rent or Stipend of 7 *l.* and the ſaid yearly Rent of 6 *s.* 8 *d.* and all the Arrerages thereof aforeſaid; and alſo the ſaid Writing Obligatory, and ſum of money therein ſpecified in as large and ample manner, as our ſaid Soveraign Lord hath given and granted the ſame to the ſaid *W.* and his Heirs as aforeſaid.

Recitall of the ſeiſure.

Intentio donatoris.

Covenant to make Aſſurance by a day to A. B. who ſhall make his Will thereof to make certain uſes.

Nevertheleſs, upon and under ſuch Condition, that the ſaid *A. B.* ſhall forthwith make and declare his laſt Will in Writing under his Hand and Seal, of and for all and ſingular the Premiſſes, and by the ſame his laſt Will, ſhall deviſe, give and bequeath all and ſingular the ſaid Premiſſes, to the ſaid Maſter and Wardens, and their Succeſſors for ever, to the intent, that they for ever hereafter, ſhall imploy, pay, and diſtribute yearly, or cauſe, &c. yearly, the clear yearly Rent and profit of the ſaid Meſſuage or Tenement with the Appurtenances, between 5. poor Students and Scholars of the Colledge aforeſaid for the time being, and which ſhall moſt like to bend their Studies to Divinity,

to

to be yearly divided betwixt them in 3. equall parts, that is, to every of them one equall 3th part, towards the amendment of their Batelings.

And further also, to the intent that the said Wardens and their Successors shall for ever hereafter yearly, imploy, distribute and bestow the said yearly Rent, Stipend of 7 *l.* and the said yearly Rent of 6 *s.* 8 *d.* in such manner and form as hereafter in these Presents is expressed, that is to say, the said yearly Rent of 6 *s.* 8 *d.* yearly to be payd and given in 2. equall moyeties, *viz.* on the 27. day of *O.* the one half thereof to the Clark of the mystery aforesaid, and the other half on the same day to the Bedle of the same mystery for the time being, and the said yearly Rent or Stipend of 7 *l.* from thenceforth yearly on the said 27. day of *O.* to be distributed part and part like to, and amongst the poor Almesmen of the Livery of the said Mystery, to the augmenting of their pencions, and so to have continuance from time to time for ever. *And* the said *W. F.* doth by these presents ordaine and of one Assent, Consent and Agreement amongst all the said parties: It is by them ordained and established for a perpetual Ordinance, for and touching the said *Dividends* or portions of the said clear yearly Rent and profit of the said Messuages or Tenments, with the Appurtenances, in manner and form following, that is to say, that the said *Dividends* or portions shall be called and named by the name of his Bateling. *And* the said Master and Wardens of the Mystery aforesaid for them and their Successors, do covenant and grant to and with the said *W. F.* &c. that they the said Masters and Wardens and their Successors, shall and will yearly distribute and pay the said several yearly Rents of 7 *l.* and 6 *l.* 13 *s.* 4 *d.* and every part and parcel thereof yearly for ever, as they shall have and receive the same to the use and behoofe aforesaid, and in such manner and form as is aforesaid, and according to the true meaning of these Presents, without any manner of default, fraud or covin. [*A like Covenant for the Rent of the said Messuages*, &c.] *In witness*, &c.

Covenant by the Company to make payment, &c.

A Conveyance to secure the payment of Rent to a Feme Covert, by Lease and Release.

THis *Indenture* made, *&c.* Between *J. T.* of *B.* Gent. and *M.* his Wife of the one part. And *J. S.* of *L.* in the County of *E.* Esq; *R. A.* Cit. and *S.* of *L.* of the other part. *Witnesseth*, That in consideration of a Marriage heretofore had between the said *J. T.* and *M.* and of the great advancement in Lands and otherwise, that the said *J. T.* hath had in Marriage with the said *M.* And in consideration, that she the said *M.* at the earnest Request of the said *J. T.* and for the better inabling him to pay his just debts, hath agreed by Fine and otherwise to joyn with him in the sale of certain Lands in the Parishes of *S. A.* and *S. H.* in the Counties of *B.* and *O.* or one of them heretofore conveyed and setled for part of the Joynture of the said *M.* by

[illegible] with the said *J. T.* to the value of 100 *l. per annum*, or near [illegible]. And for the selling and conveying of the Manor, Messuages, [illegible] and Tenements hereinafter mentioned, for an increase of Joynture, [illegible] the said *M.* in lieu, recompence and satisfaction of the Joynture Lands [illegible] she hath agreed to joyn in the sale of as aforesaid: And for the intire love [illegible] affection that the said *J. T.* hath and beareth unto the said *M.* and for the [illegible] assuring unto and upon her the said *M.* of a yearly Rent, or payment of [illegible] *per annum*, during the Joynt-lives of him the said *J. T.* and of [illegible] said *M.* as a separate maintenance for her the said *M.* to be [illegible] own [illegible], in such manner as hereafter in these presents is expressed; and so as the said *J. T.* may not intermeddle, or have any thing to do therewith, or to take, receive, challenge, or demand any account thereof. And for the selling and [illegible] of the same Manor, Messuages, Lands and Tenements hereafter particularly mentioned in the Name and Blood of him the said *J. T.* so long as it shall please Almighty God to continue the same; and for other good causes and considerations, him, the said *J. T.* moving, he, the said *J. T.* hath granted, [illegible], enfeoffed, released and confirmed; and by these presents, doth grant, [illegible], release and confirm unto the said *J. S.* and *R. A.* (in their actual possession, now being by vertue of one Indenture of Bargain and Sale [illegible] thereof made by the said *J. T.* bearing Date the day before the Date of these presents, and by force of the Statute, for transferring of Uses into Possession, in that behalf made and provided,) and to their Heirs all that the Manor or Lordship of *T.* with the Rights, Members and Appurtenances thereof, in the Parish of *T.* in the County of *W.* or else-where in the said County of *W.* and all and singular Messuages, Tenements, Farms, Lands, Meadows, Pastures, Feedings, Demesne, Lands, Commons, Courts, profits of Courts, Rents, Reversions, Services, Moors, Marshes, Woods, Under-woods, Waste, Waste-Grounds, Franchises, privileges, Profits, Commodities, Emoluments and Hereditaments whatsoever, to the said Manor or Lordship belonging, or in any wise appertaining; or therewith demised, used, occupyed or enjoyed, as thereunto belonging, or reputed, deemed, taken, or known, as parcel or member thereof, or any part thereof; and all and singular other the Lands, Tenements and Hereditaments whatsoever, of him the said *J. T.* scituate in the Parish of *T.* aforesaid, or else-where, in the said County of *W.* which he, the said *J. T.* lately purchased of *R. W.* and *M.* his wife, and *W. W.* his Son, or any of them; all which said Manor and Premisses now are, or late were in the several Tenures or Occupations of the said *J. T.* and of *T. E. Yeo.* or of one of them, their, or one of their Assignee or Assigns, Under-Tenant or Under-Tenants, and the Reversion and Reversions, Remainder and Remainders of the said Manor and Premisses, and every of part and parcel thereof; and also all the Estate, Right, Title, Interest, Claim, Inheritance, Property and Demand whatsoever, of him the said *J. T.* of, in, and out of the said Manor or Lordship, and Premisses, and of, in, unto, and out of every part and parcel thereof. *To Have and to Hold* the said Manor or Lordship, Messuages, Lands, Tenements, Demesne Lands, and all and singular other the Premisses before by these presents, granted, aliened, enfeoffed, released and confirmed, or meant, mentioned, or

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intended to be hereby granted, aliened, enfeoffed, released and confirmed, and every part and parcel thereof, with their, and every of their Appurtenances, unto the said *J. S.* and *R. A.* and their Heirs, to the Use and Uses hereinafter in these presents expressed, suffered and declared, (that is to say) To the use and behoof of them, the said *J. S.* and *R. A.* and of their Executors and Assigns, during the term of 99 years, from the Day before the Date of these presents, to be accompted, (if the said *J. T.* and *M.* his wife, shall both of them Joyntly so long live) upon the Trusts, and to the Intents and Purposes herein after expressed. And after the expiration or determination of the Estate and Term, then to the use and behoof of the said *M.* now the wife of the said *J. T.* for, and during the term of her natural life, for the augmentation of the Joynture of her the said *M.* and recompence and satisfaction of, and for the Lands heretofore setled upon her, for part of her Joyntures and agreed to be sold for the payment of the Debts of the said *J. T.* as aforesaid; and after the decease of the said *M.* then to the use and behoof of *S. T.* Son and Heir Apparant of the said *J. T.* and of the Heirs of his Body lawfully begotten and to be begotten; and for default of such Issue, then to the use and behoof of *T. T.* youngest Daughter of the said *J. T.* and *M.* and of the Heirs of the Body of the said *T.* lawfully to be begotten; and for default of such Issue, to the use and behoof of the Heirs of the Body of the said *J. T.* on the Body of the said *M.* begotten, and to be begotten; and for default of such Heirs, to the use of the right Heirs of the said *J. T.* for ever. *And*, touching the said term of 99 years herein before limited, to the said *J. S.* and *R. A.* their Executors and Assigns (if the said *J. T.* and *M.* shall both of them Joyntly so long live) the same is so limited to them upon trust, and to the intents that they, the said *J. S.* and *R. A.* by Indenture under their Hands and Seals, to bear Date the day after the Date of these presents, shall lease the said Manor and Premisses to the said *J. T.* and his Assigns, for the term of 98 years, from thence next ensuing, and fully to be compleat and ended, (if the said *J. T.* and the said *M.* shall both of them Joyntly so long live) for, and under the yearly Rent of 100 l. of lawful money of *England* (subject to publique Taxes and Charges) to be therein reserved and made payable unto the said *J. S.* and *R. A.* their Executors and Assigns, at 2 Feasts or Times in the year, (that is to say) The Annunciation and St. *M.* or within 40 days next ensuing, either of the said Feasts, by even and equal portions, beginning the first payment thereof at the Feast of the Annunciation now next coming, or within 40 dayes then next ensuing, and with, and under such Proviso for making void of the same Lease by Re-entry, or otherwise for non-payment of the said Rent, and such other necessary Covenants and Agreements, as by the said *J. S.* and *R. A.* their Executors or Assigns, or by their, or any of their Counsel, shall be reasonably devised, and thought fit to be inserted into the same Lease. And upon this further trust in them the said *J. S.* and *R. A.* reposed, That they, the said *J. S.* and *R. A.* their Executors and Assigns, from time to time, within 10 dayes alwayes, after they, or any of them shall have received the said yearly Rent of 200 l. to be reserved upon the said Lease, to be by them made of the Premisses as aforesaid, or of any part thereof, upon every reasonable demand thereof, shall pay over the same, or so much there-

dispose as they shall from time to time receive, not unto the said *J. T.* but unto such person and persons only, and for such intents and purposes only, and in such manner only as the said *M.* from time to time (although during Coverture) by any Writing or Writings signed with her Name, of her own proper hand-writing, shall direct and appoint. And that untill such appointment made, the same shall remain in their Hands, and after appointment made, shall be paid and disposed accordingly. And in case any thing shall remain in their Hands undisposed at the time of such decease of the said *M.* the same shall be paid to such person and persons only as she by her Will in writing, or any writing proporting her Will shall direct and appoint; and in default thereof, to her Executors or Administrators: and the said *J. T.* her Husband, not to intermeddle, or have any to do therewith, or to ask or demand any accompt thereof, or of any part thereof; and the Acquittance or Receipt of the said *M.* or of such person or persons only as she shall appoint to receive the same as aforesaid, to be unto them, and every of them, a good Discharge for the same Rent or Rents, they or any of them shall pay as aforesaid.

Provided always, and upon this Condition, That if the said *J. T.* shall at any time hereafter so fail in payment of the said yearly Rent of 200*l.* to be reserved by the said Lease, to be granted as aforesaid, as that the said Trustees, *J. S.* and *R. A.* their Executors or Assigns, shall for such default of payment, Re-enter upon the said Mannor and Premisses, and thereby gain the Possession thereof, that then, and from thenceforth, they, the said Trustees, *J. S.* and *R. A.* their Executors and Assigns, during all such time as they, or any of them shall hold and enjoy the Premisses, and receive the Rents and Profits thereof from the Tenants and Occupiers, shall and will from time to time, within 10 days next after they or any of them shall have received the said Rents and Profits, or any part thereof, upon every reasonable demand thereof, pay over all the clear Rents and Profits that they shall then have so received unto such person and persons, and for such intents, and in such manner as the aforesaid yearly Rent of 200*l.* ought to have been paid according to the Trust before expressed; and that the said *J. T.* her Husband, not to intermeddle, or have any thing to do therewith, or to ask or demand any accompt for the same, or any part thereof; and the Acquittance and Receipt of the said *M.* or persons appointed by her as aforesaid, only to be unto them, and every of them, a good Discharge for the Rents and Profits they, or any of them, shall receive, and pay to her as aforesaid. *And* the said *J. T.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant and grant to, and with the said *J. S.* and *R. A.* their Executors, Administrators and Assigns, and to and with every of them, by these presents, in manner and form following, (that is to say) That he, the said *J. T.* at the ensealing and delivery of these presents, is, and standeth lawfully and absolutely seized of, and in the said Mannor, Messuages, Lands, Tenements, and Hereditaments herein before mentioned, to be hereby granted, aliened, enfeoffed, released and confirmed, and of, and in every part and parcel thereof, with their Appurtenances, of a good, sure, perfect lawful, absolute and defeazable estate of Inheritance in Fee-simple, without any condition, trust, power of revocation or limitation, of

any Uſe or Uſes, or any other matter or thing to alter, charge, change, determine, incumber, or evict the ſame Eſtate. *And* that he, the ſaid *J. T.* hath now in himſelf full power, good right and title, and lawful authority to convey and aſſure the ſame Premiſſes to the Uſe and Uſes herein before declared, limited and appointed, and according to the true intent and meaning of theſe Preſents. *And moreover*, that the ſaid Mannor and Premiſſes ſhall, or lawfully may, from henceforth for ever be peaceably held and enjoyed, according to the limitations of Uſes thereof, herein, before declared, and the true meaning of theſe preſents, without the lett or interruption of the ſaid *J. T.* his Heirs or Aſſigns, or of any other perſon or perſons lawfully claiming by, from, or under him, them, or any of them, or by his, their, or any of their act, means, title, conſent or procurement; and freed and diſcharged, or otherwiſe by the ſaid *J. T.* his Heirs, Executors or Adminiſtrators, ſufficiently ſaved and kept harmleſs and undempnified, of, and, from, all and all manner of former and other Bargains, Sales, Leaſes, Eſtates, Statutes, Recognizances, Judgments, and of, and from, all other Charges, Eſtates, Titles, Troubles and Incumbrances whatſoever, (except one Leaſe made of the Premiſſes, or ſome part thereof by the ſaid *J. T.* to the ſaid *T. B.* for the term of 21 years, whereof there is about 18 years now to come and unexpired, and whereupon the yearly Rent of 10 l. of lawful money of *England* is reſerved, and ſhall continue payable, during the reſidue of the ſaid term). *And furthermore* the ſaid *J. T.* for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth covenant, promiſe and grant, to, and with, the ſaid *J. S.* and *R. A.* their Heirs, Executors and Adminiſtrators, and to, and with, every of them by theſe preſents, that he, the ſaid *J. T.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall not at any time or times hereafter receive or intermeddle with the ſaid yearly Rent, or ſum of 200 l. or any other Rent, Profit, or ſum of Money herein before limited and mentioned to be paid by the appointment of the ſaid *M.* as aforeſaid, or any part thereof; but ſhall and will permit and ſuffer the ſame to be paid unto the ſaid *M.* to her own hands, to be in her own free diſpoſe, according to the true meaning of theſe preſents. *And alſo*, ſhall and will permit and ſuffer the ſaid Truſtees, *J. S.* and *R. A.* their Executors and Aſſigns, to execute, perſue, and perform the Truſts herein before limited, according to the true meaning of theſe preſents, without any trouble, ſuit, queſtion or accompt to be had, made or demanded, for, or concerning the ſame, or any part thereof, by the ſaid *J. T.* his Executors, Adminiſtrators or Aſſigns, or by any other perſon or perſons, by his or their means, right or procurement. *Provided* that the ſaid *J. S.* and *R. A.* nor any of them ſhall not be chargable with any more of the Rents or Revenues of the Premiſſes, then they ſhall actually receive, nor the one of them with the other's Receipts; and that it ſhall be lawful unto, and for the ſaid Truſtees *J. S.* and *R. A.* their Executors and Adminiſtrators, and every of them from time to time, to deduct and take out of the ſaid yearly Rent of 200 l. ſo long as the ſame ſhall be duly paid by the ſaid *J. T.* according to the Leaſe to be granted to him as aforeſaid; and in default thereof, out of the Rents and Profits they ſhall receive out of the ſaid Mannor and Premiſſes, all ſuch ſum and ſums of Money, Coſts and Damages

of them, or any of them, shall expend, lay out, or be put unto, for, or by reason of any Action or Suit that shall happen to be commenced, by, or, against them, or any of them, for, or in respect of the Trusts herein before expressed, or for, or by reason of any act or thing to be done or executed in or about the managing and ordering of the same Trusts, for the performance thereof in any wise; any thing herein contained to the contrary thereof in any wise notwithstanding, *In witness.*

An Indenture to levy a Fine, and suffer a ~~Remedy~~ Recovery to several Uses and Conveyances.

THis *Indenture* Quadripartite, made the 10th day of *N.* in the 14th year of the Reign of our Soveraign Lord *Charls* the Second, by the Grace of God, King of *England, Scotland, France,* and *Ireland,* Defendor of the Faith, &c. Between *J. P.* of *L.* in the County of *E.* of the first part: *J. P.* Wid. the relict of *W. P.* late of *B. G.* in the Parish of *S. alias* R. in the County of *M.* deceased of the 2d part; *W. S.* of *L.* aforesaid, and *F. P.* of *L.* of the 3d part; and *R. S.* of *L.* aforesaid, and *J. B.* of *K.* of the 4th part, *Witnesseth,* That it is concluded, covenanted and agreed, by and between all and every the said parties, to these presents, and the said *J. P.* and *J. P.* for themselves and their Heirs do severally covenant, promise, grant and agree, to, and with, the said *W. S. F. P. R. S.* and *J. B.* their Heirs, Executors and Administrators, and to, and with, every of them by these presents, in manner and form following (that is to say), That they, the said *J. P.* and *J. P.* within the space of one year next ensuing the Date hereof, shall and will acknowledge and levy in due form of Law, according to the Laws and Statutes of this Realm, one or more Fine or Fines, *Sur Cognizance de droit come ceo que ils aut se lour done,* to be engrossed, recorded, and sued forth with Proclamations, according to the usual course of Fines in such cases used, unto the said *W. S.* and *F. P.* and the Heirs of them, or one of them, of all, and singular the Messuages, Lands, Tenements and Hereditaments, with the Appurtenances herein, after particularly mentioned and expressed, *that is to say,* All that Capital Messuage, with the Gardens and Orchards to the same adjoyning, containing in the whole by estimation 3 Roods of Land, &c. which said several Messuages, Lands, Tenements and Premises, now are, or late were, in the several Tenures or Occupations of the said *W. P. J. P.* &c. some one of them or other, or some or one of their Assignes or Assigns, Under-Tenant or Under-Tenants; and also of all and singular other the Lands, Tenements, Closes, Pastures and Hereditaments whatsoever, scituate, lying and being in the Parish of *S.* aforesaid, which late were the Messuages, Lands and Tenements of *R. P.* late of *L.* deceased Father of the said *J. P.* and whereof and wherein the said *J. P.* now is, or standeth seized of any Estate of Inheritance, in Possession, Reversion or Remainder, with the Appurtenances. *And* it is hereby further covenanted, condescended and agreed unto, by, and between all and every the said parties to these presents,

that the ſaid Fine and Fines, and all other Fines hereafter, ſo, or in any other manner to be acknowledged and levied by the ſaid *J. P.* and *J. P.* unto the *W. S.* and *F. P.* and the Heirs of them, or one of them, if the Premiſſes ſhall be ſo, and acknowledged by the Name or Names of 8 Meſſuages, 8 Gardens, &c. with the Appurtenances, or by ſuch other Name or Names, quantity or quantities of Acres, and in ſuch ſort, manner and form, as ſhall be thought meet, and that the ſaid Fine and Fines, ſo to be had and levied, of the ſaid Premiſſes, ſhall enure, and ſhall be adjudged, deemed and taken to be, that the ſaid *W. S.* and *F. P.* and the Heirs and Aſſigns of him or them, to whom the ſame ſhall be by ſuch Fine or Fines limited, from, and immediately after the levying and engroſſing of the ſaid Fine or Fines, ſhall be ſtand, and be ſeized of the ſaid Meſſuages, Lands and Premiſſes, and of every part and parcel thereof, with their, and every of their Appurtenances, to the uſe of the ſaid *W. S.* and *F. P.* and their Heirs, to the only intent and purpoſe, that the ſaid *W. S.* and *F. P.* and their Heirs ſhall ſtand and be adjudged perfect Tenants of the Freehold of the ſaid Meſſuages, Lands and Premiſſes, and every part and parcel thereof, with their, and every of their Appurtenances, untill a perfect Recovery, according to the uſual courſe of common Recoveries, for the aſſurance of Lands, Tenements and Hereditaments, in ſuch caſe uſed, ſhall, and may, be lawfully had executed againſt them, the ſaid *W. S.* and *F. P.* or the Heirs of them, or the Heirs of the Survivor of them, of the ſaid Meſſuages, Lands and Premiſſes: And it is further covenanted, condeſcended, and agreed unto, by, and between all and every the ſaid Parties, to theſe preſents, That the ſaid *R. R.* and *J. B.* or ſome of them, or any other perſon or perſons which the ſaid *J. P.* ſhall nominate and appoint, ſhall, and may, within the aforeſaid ſpace of one year, next enſuing the Date hereof, purchaſe one or more Writ or Writs of *Entry Sur deſciſin in le poſt*, returnable before the Juſtices of his Highneſſe Court of Common-Pleas at *Weſtm.* whereby the ſaid *R. R.* and *J. B.* ſhall demand againſt the ſaid *W. S.* and *F. P.* or the Survivor of them, or the Heirs of ſuch Survivors, by the Name or Names, quantity or quantities of Acres, in the ſaid Fine or Fines to be contained, or by any other Name or Names quantity or quantities of Acres, whatſoever ſhall be thought convenient, the ſaid Meſſuages, Lands, Tenements and Premiſſes, with their, and every of their Appurtenances before mentioned, to be ſcituate, lying and being in the Pariſh of *S.* aforeſaid, unto which Writ or Writs the ſaid *W. S.* and *F. P.* *&c.* the Survivor of them, or the Heirs of ſuch Survivor, ſhall appear in their Perſon or Perſons, or by their Attorney and Attornies lawfully and ſufficiently authorized, who ſhall vouch to warranty the ſaid *J. P.* and that the ſaid *J. P.* ſhall appear upon the ſaid Voucher, in the ſaid Court of Common-Pleas, in his proper Perſon, or by his Attorney lawfully authorized, and ſhall Vouch to warranty the common Vouchee, and that the ſaid common Vouchee ſhall appear and imparl, and afterwards make default, whereby perfect Judgment may be had given for the ſaid Demandants, in the ſaid Writ or Writs, againſt ſuch Tenant or Tenants as aforeſaid, for the Recovery of the Meſſuages, Lands, Tenements and Premiſſes: And upon the ſaid Recovery ſo to be had and made, that they againſt whom the ſaid Recovery ſhall be had, and ſhall recover in value againſt the ſaid *J. P.* and

and the said *I. P.* shall thereupon have Judgment to recover in value over against the said common Vouchee after, and according to the manner and course of common Recoveries in such Cases used.

And it is fully covenanted, condescended and agreed upto, by and between all and every the said parties. And the said parties for themselves and their several Heirs, do severally Covenant and agree to, and with the others of them, and with their several Heirs, That the said Recovery and Recoveries, and the said Fine and Fines, after the said Recovery and Recoveries shall be had and executed, and the full execution thereof, for and concerning the Premisses therein to be contained, shall be, and enure, and shall be adjudged, deemed, expounded, and taken to be and enure, and the said Recoverors and their Heirs, and all and every other person and persons, which shall then be seized of the said Messuages, Lands, Tenements and Premises, or any part or parcel thereof, shall stand and be seized of the said Messuages, Lands, Tenements, and Premises in the said Fine or Fines, Recovery or Recoveries to be mentioned, with their and every of their Appurtenances, and of every part and parcel thereof, to the uses, intents, and purposes in these Presents hereafter expressed and declared, and to no other intent or purpose whatsoever. *That is to say*, To the intent and purpose, that the said *J. P.* and her Assigns, shall and may yearly during her life, have, receive, perceive, and take one yearly Rent-charge of 30 *l.* of lawfull money of *England*, out of all and singular, the Messuages, Lands, Tenements, and Premises before mentioned, now in the several Tenures or Occupations of *F. T. R. D* &c. or their Assigns, payable yearly unto the said J. P. or her Assigns, at the 2. most usuall Feasts or Terms in the year, *That is to say*, At the Feast of *A.* and St. *M.* yearly, by even and equall portions, at or in the Capitall Messuage or Tenement herein mentioned. The first payment thereof to be made at the Feast of *A.* next ensuing the date hereof. *And also* to this further intent and purpose, that the said Consees & their heirs, and the said Recoveror and her Heirs, all and every other person and persons, which at the time of the perfecting and executing the said Recovery or Recoveries, shall be seized of the said Messuages, Lands and Premises, or any part or parcel thereof, shall stand and be seized of all and singular the said Messuages, Lands, Tenements and Hereditaments in the said Fine or Fines, Recovery or Recoveries, *&c.* charged as aforesaid, to the use and behoof of the said *J. P.* his Heirs and Assigns for ever.

And it is hereby further agreed by, and between all and every the said parties to these Presents, That if it shall happen, the said yearly Rent of 30 *l.* or any part thereof to be behind or unpaid in part, or in all, by the space of 28. dayes next after any of the said dayes, or Feasts, at or in which the same is limited to be paid as aforesaid, the same being lawfully demanded at the house of use in *R.* That then it shall and may be lawfull to, and for the said *J. P.* and her Assigns, into the said Messuages, Lands, Tenements and Hereditaments herein before mentioned or intended, to be charged with the said yearly Rent-charge of 30 *l.* into every or any part thereof, to enter and distrain, and the distress and distresses there found, to take, lead, drive, carry away, and impound. And the same to detain, withhold and keep, untill the same Annuity

or yearly Rent of 30 *l.* of lawful money of *England*, and every part and parcel thereof; together, with the Arrerages thereof (if any such shall happen to be) shall be well and truly satisfied and paid unto the said *J. P.* or her Assigns. And also till the said *J. P.* shall be truly satisfied and paid, such and so many sums of 20 *s.* of lawfull *English* money. *Nomine pœne*, as the said Annuity or yearly Rent of 30 *l.* of lawfull *English* money, or any part thereof, shall be moneths due behind and unpaid after the said 28 dayes. *And* the said *J. P.* for him, his Heirs, Executors, Administrators and Assigns, and for every of them, duly covenant and grant to, and with the said *J. P.* and her Assigns, and to, and with every of them by these Presents, That he the said *J. P.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will from time to time, and at all times, during the life of the said *I. P.* (if the said *I. P.* or any Heir Male of his Body shall so long live, or if the said Recovery shall be had, suffered and executed of the Premisses, according to the intent of these particulars) well and truly satisfie, and pay the said yearly Rent-charge of 30 *l.* and every part and parcel thereof unto the said *I. P.* or her Assigns, at the place herein before limited and appointed for the payment hereof, within 28 dayes, next after the said Feasts of *A.* and St. *M.* by even and equall portions, according to the true intent and meaning of these Presents, if the same be lawfully demanded at the place aforesaid.

Provided always nevertheless, And it is the true intent and meaning of all and every the said parties, to these Presents, And the said *I. P.* for her and her Assigns, doth covenant, grant and agree to, and with the said *I. P.* his Heirs and Assigns, and to and with every of them by these Presents, That it shall and may be lawfull to, and for the said *I. P.* his Heirs and Assigns, from time to time, and at all times, during the life of the said *I. P.* to deduct, detain, and keep out of the said Annuity or yearly Rent-charge of 30 *l.* all such sum and sums of, *&c.* as shall be assessed or imposed upon the said Premisses herein before mentioned or intended, to be charged with the Annuity or yearly Rent of 30 *l.* Issuing or payable out of, for or in respect of the same, or any part thereof, by vertue or colour of any Act, Order or Ordinance of Parliament, or to the King, Lord of the Mannor of *S.* or for the necessary repairs of such of the aforesaid Tenements, as are now in the occupation of the said *W. S. S. T.* &c. and particularly, the quit-Rent due to the Lord of the said Mannor (of whom the said Premisses are holden) for all and singular, the Premisses herein before mentioned, or for, or in respect of Reevership or Office of *Reeve* of the said Mannor, for the discharge of the said *I. P.* of, and from the charges of the same Office, in case he shall be thereunto elected, during the life of the said *I. P.* and also such sum and sums of money, as shall be taxed, assessed, or imposed upon the said Capitall Messuage, and other the Premisses herein before named, and not intended to be charged with the said Annuity or yearly Rent of 30 *l.* or issuing or payable out of, for, or in respect of the same, or any part thereof, by reason of any Act, Order or Ordinance of Parliament, or to the King, Lord of the said Mannor or otherwise, for so long and such time, as the said excepted Messuage and Premises, shall be unletten to a Tenant, or uninhabited by the said *I. P.* his Heirs or Assigns.

And

And it is hereby further agreed by and between all and every the ſaid parties to theſe Preſents, and their true intent and meaning is, that at ſuch time as the ſaid Capitall Meſſuage & other the ſaid excepted Premiſſes, with the Appurtenances, ſhall be letten to a Tenant, or inhabited by the ſaid *I. P.* his Heirs or Aſſigns, that then the ſaid *I. P.* his Heirs and Aſſigns, ſhall onely detain and deduct out of the ſaid Annuity or yearly Rent of 30 l. 4 parts in 5 parts to be divided, of all ſuch Taxes, Charges, Payments, and Impoſitions as ſhall be laid, taxed, or impoſed upon all and ſingular the Premiſſes before-mentioned, iſſuing or payable out of, for, or in regard of the ſame (except the ſaid quit-rent which is wholly to be born by the ſaid *I. P.* and that the ſaid *I. P.* his Heirs and Aſſigns, ſhall bear and diſcharge the other 5th part thereof, for and in reſpect of the ſaid Capital Meſſuage and Premiſes, with the Appurtenances: *In witneſs whereof*, to one part of theſe Indentures, remaining with the ſaid *I. P. W. S.* &c. have ſet their Hands and Seals, and to one other part remaining with the ſaid W. S. and F. P. the ſaid J. P. J. P. &c. have ſet their Hands and Seals, and to one other part thereof remaining with the ſaid *R. R.* and *I. B.* have ſet their Hands and Seals.

Settlement of Eſtates.

THis *Indenture* made, &c. Between *T. H.* of *V.* in the County of *C.* Eſq; upon the one part. And *I. D.* of W. in the ſaid County of *C.* Eſq; *I. A.* of *C.* in the County of *L.* Eſq; and E. W. of *P.* in the ſaid County of *C.* Eſq; upon the other part, *Witneſſeth*, That *Whereas* the ſaid *T. H.* by his Deed Indented, bearing date the 8th day of J. in the xxj. year of the Reign of our late Soveraign Lord King *Charles* the Firſt, made between the ſaid *T. H.* of the one part, and *G. G. P. V.* Eſq; and the aforeſaid *I. D.* and *G. W.* Gent. of the other part, For the Conſideration in the ſaid Indenture mentioned, did Covenant and grant for him, his Heirs and Aſſigns, That he the ſaid *T. H.* his Heirs and Aſſigns, ſhould ſtand and be ſeized of the Mannors or Lordſhips of *B.* and *H.* with the Appurtenances in the ſaid County of *L.* And of all and ſingular his Meſſuages, Salt-coats, Milnes, Advowſons, Patronage, Lands, Tenements, Meadows, Leaſues, Paſtures, Woods, Underwoods, Waters, Fiſhings, Commons of Paſture, and Turbary, Rents, Reverſions and Services, and all other the Hereditaments, with the Appurtenances, Scituate, lying and being in *B. H.* W. L. or elſewhere, in the ſaid County of *L.* whereof, or wherein the ſaid *T. H.* then had, or at any time ſince the death of *T. H.* deceaſed, his late Father had any Eſtate of Inheritance. To the uſes, intents, and purpoſes, under the Proviſoes, Conditions and Limitations in the ſaid recited Indentures, mentioned, ſpecified and declared, and to no other uſe, intent or purpoſe; In and by which ſaid Indentures, it was provided, That it ſhould and might be lawfull to, and for the ſaid *T. H.* at all times, and from time to time, when, and as often as ſhould ſeem good unto him during his life, by his Writing, Indented

by him Sealed and Subſcribed with his own hand, and publiſhed and declared before 2 Witneſſes at leaſt; to declare, limit, or appoint the Premiſſes, and every or any part or parcel thereof, to be to the uſe of himſelf, and his heirs; or otherwiſe to determine or extinguiſh the uſes before in the ſaid recited Indentures limited and expreſſed, or any of them: And that then, and from thenceforth, all and every the ſaid Limitations and Eſtates, before in the ſaid recited Indentures mentioned, declared, and expreſſed, of and for ſo much of the Premiſſes, whereof the ſaid *T. H.* party to theſe preſents, ſhould make ſuch Declaration, Limitation, and Appointment, in form aforeſaid, ſhould ceaſe and determine. And that then, and from thenceforth, ſuch part, or ſo much of the ſaid Premiſſes, with the Appurtenances, as whereof ſuch Declaration, Limitation, and Appointment ſhould be ſo made by the ſaid *T. H.* ſhould be to the uſe of the ſaid *T. H.* his Heirs and Aſſigns for ever; Any thing in the ſaid recited Indentures contained to the contrary thereof notwithſtanding. *And further* alſo, with divers Limitations of Uſes, Eſtates, Covenants, Grant, Conditions, Proviſoes, and other Agreements, in the ſaid recited Indentures contained, as by the ſaid recited Indentures more fully and at large it doth and may appear.

Now the ſaid *T. H.* party to theſe preſents, as well to the intent and purpoſe, utterly to determine and extinguiſh all and ſingular the Uſes, Limitations, and Agreements, contained, limited, and declared, in and by the ſaid recited Indentures.

And alſo, to the intent and purpoſe, that all and ſingular the ſaid Premiſſes with the Appurtenances, and every part and parcel thereof, ſhall and may remain, continue, and be to the uſe of him the ſaid *T. H.* party, to theſe preſents, his Heirs and Aſſigns for ever. *And*, to the intent and purpoſe, to reduce, bring back again, and ſet the Fee-ſimple of all and ſingular the Premiſſes, into the perſon of him the ſaid *T. H.* party, to theſe preſents: To the end, he may lawfully and perfectly convey and aſſure the ſame to ſuch perſon and perſons, for ſuch Eſtate and Eſtates, and in ſuch manner and form, as hereafter in theſe preſents is thereof expreſſed, mentioned, and declared; hath limited, declared, and appointed. *And*, by theſe preſents, by force and vertue of the ſaid Condition, in the ſaid recited Indentures contained; and according to the effect, purport, and true meaning of the ſame, doth limit, declare, and appoint, That all and every the Uſe and Uſes, Limitations, and Eſtates, in the ſaid recited Indentures, mentioned, declared, or expreſſed, and every of them, and every part and parcel thereof; And for all and every part and parcel of the Premiſſes, ſhall at, and upon the Sealing and Delivery of theſe Preſents, and at all times thenceforth, ceaſe, end, and determine. *And alſo*, that all and every the ſaid Mannors, Lordſhips, Meſſuages, Lands, Tenements, Hereditaments aforeſaid, and other the Premiſſes, and every part and parcel thereof, ſhall from time to time, and at all and every time and times hereafter, remain, continue, enure, and be to the uſe of him the ſaid *T. H.* party, to theſe preſents, and his Heirs for ever, any uſe, matter, or thing, in the ſaid recited Indentures, contained to the contrary thereof, in any wiſe notwithſtanding. *Whereupon* the ſaid *T. H.* for the ſpecial good-will, and natural love and affection he bear-

ch unto *T. H.* his Son and heir-apparent; and for the advancement and preferment of the Heirs-Male of the body of the ſaid *T. H.* and *J. H.* and *G. H.* Sons of *H. H.* late of *W.* in the ſaid County of *L.* Gent. deceaſed, being near Couſins to the ſaid *T. H.* and of the Heirs-Male of their Bodies: And alſo for the advancement and maintenance of the Sirnames of *H.* And to the end, intent, and purpoſe, that all and ſingular the ſaid Debts of the ſaid *T. H.* party to theſe preſents, may be juſtly diſcharged and paid.

And for divers other great and weighty Conſiderations him thereunto moving, The ſaid *T. H.* doth Covenant and grant, for him, his Heirs, and Aſſigns, to and with the ſaid *J. D. J. A. E. W.* and *J. E.* their Heirs and Aſſigns, and to and with every of them, by theſe preſents, That he the ſaid *T. H.* party to theſe preſents, on this ſide, and before the Feaſt-Day of *A.* next enſuing the Day of the Date hereof, ſhall and will upon the reaſonable requeſt or requeſts of them the ſaid *J. D. J. A. E. W.* and *J. E.* their Heirs and Aſſigns, or ſome of them, or the Survivor of them, to be made to the ſaid *T. H.* his Heirs or Aſſigns at *W.* aforeſaid, his now Dwelling-houſe, and upon 20 Days warning to be given unto him by word or writing at *W.* aforeſaid, of ſuch intended requeſt, or otherwiſe, at the will and pleaſure of the ſaid *T. H.* and at the onely coſts and charges in the Law of the ſaid *T. H.* by Deed or Deeds, Poll or Indenture, inrolled or not inrolled, Feoffment or Feoffments, or other his good and ſufficient Conveyance and Aſſurance in the Law, as by them the ſaid *J. D. J. A. E. W.* and *J. E.* or any of them, their or any of their Heirs, Executors, or Aſſigns, or their or any of their Councel learned, ſhall be reaſonably Deviſed or Adviſed, aſſure and convey unto *T. G.* Son and heir of the ſaid *T. G.* deceaſed; and alſo unto the ſaid *P. W.* of *A.* Eſq; and *R. L.* of *H.* in the aforeſaid County of *C.* Eſq; and their heirs, and to the Survivor of them and his heirs, all thoſe his Mannors and Lordſhips of *H.* and *B.* in the ſaid County of *L.* And alſo all and ſingular his Meſſuages, Salt-Coats, Milns, Advowſons, Patronages, Lands, Tenements, Meadows, Leaſues, Paſtures, Woods, Underwoods, Waters, Fiſhings, Commons of Paſture, and Turbary, Rents, Reverſions and Services, Liberties and Priviledges, and all other Hereditaments and Premiſſes, with the Appurtenances whatſoever, ſcituate, lying, and being in *B. H.* and *C.* or elſewhere in the ſaid County of *L.* whereof and wherein the ſaid *T. H.* now hath, or at any time ſince the deceaſe of the ſaid Sir *T. H.* Kt. deceaſed, Father of the ſaid *T. H.* party to theſe preſents, had any Eſtate of Inheritance. Covenant to convey the Lands, &c.

And for the better Declaration of the Uſe, Uſes, and purpoſe of ſuch ſaid Eſtate, Aſſurance, and Conveyance, ſo to be had and made of the ſaid Premiſſes as aforeſaid, It is covenanted, granted, and agreed, by and between the ſaid parties to theſe preſents; and the ſaid *T. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, grant, declare, limit, promiſe, and fully agree, to and with the ſaid *J. D. J. A. E. W.* and *J. E.* their Heirs, Executors, Adminiſtrators, and Aſſigns; and to and with every of them by theſe preſents, That the ſaid Eſtate and Eſtates, and other Conveyances and Aſſurances whatſoever, to be had or made to all, or any the perſons before-named, of the ſaid Premiſſes, or any part or parcel thereof, without or upon requeſt Declaration of the Uſes.

queſt as aforeſaid; And the Eſtate, Right, Title, Intereſt, and Poſſeſſion of them the ſaid *T.G. P.L.* and *P.W.* and their Heirs, and every of them; and his heirs, of, in, and to the ſaid Premiſſes, and every part thereof, ſhall be. *And alſo*, that they the ſaid *T.G. P. L.* and *P. W.* and their heirs, and the Survivor and Survivors of them, and his and their heirs, ſhall ſtand and be ſeiſed of, and in all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Appurtenances, Emoluments, and Hereditaments; and all other the ſaid Premiſſes, with all and ſingular their Appurtenances, and every part and parcel thereof, to the ſeveral Uſes, Intents, Purpoſes, and Agreements, and under the Proviſoes, Conditions, and Limitations hereafter in and by theſe Preſents thereof expreſſed, mentioned, and declared, and to no other uſe, intent, or purpoſe, in any wiſe, (*That is to ſay*) of and in all and ſingular the ſaid Premiſſes, with the Appurtenances, to the uſe of the ſaid *T.H.* and his Aſſigns, for the Term of his natural life, without impeachment of Waſt; and after his deceaſe, to the uſe and behoof of *T. H.* Son and heir-apparent of the ſaid *T.H.* party to theſe preſents; and of the heirs-male of the body of the ſaid *T. H.* the Son lawfully begotten, and to be begotten; And for default of ſuch Iſſue, to the uſe and behoof of the heir-male of the body of the ſaid *T. H.* party to theſe preſents, lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of the ſaid *J. H.* and the heirs-male of his body lawfully begotten, and to be begotten; And for default of ſuch Iſſue, to the uſe and behoof of *G.H.* and the heirs-male of his body lawfully begotten, and to be begotten: And for default of ſuch Iſſue, to the uſe and behoof of *H. H.* of *B.* in the County of *N.* Gent. and the heirs-male of his body lawfully begotten, and to be begotten; And for default of ſuch Iſſue, to the uſe and behoof of *J. H.* of *H.* in the County of *L.* Eſq; and the Heirs-Male of his Body, lawfully begotten, and to be begotten; And for default of ſuch Iſſue, to the uſe of the Heirs-Male of the Body of *T. H.* late of *B.* in the County of *L.* Gent. deceaſed, lawfully begotten; And for default of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid *T.H.* the Father, party to theſe preſents for ever.

Limitation dez Eſtates.

Provided always, And it is agreed by and between the ſaid parties, to their preſents, That it ſhall and may be lawful, to and for the ſaid *T. H.* from time to time, and at all times, when and as often as he the ſaid *T. H.* party to theſe preſents, ſhall think good and convenient, by his ſufficient Writing or Writings Indented, Sealed with his Seal, and lawfully executed, to Grant, Demiſe, and Leaſe, all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſſes, with the Appurtenances, or any part or parcel thereof, to any perſon or perſons, for and during ſuch Term and Terms of years, or lives, or for any other greater Eſtate or Eſtates whatſoever, as ſhall ſeem good to the ſaid *T.H.* *And* that it is covenanted, granted, declared, and agreed, by and between the ſaid parties, to theſe preſents, That they the ſaid *G. G. P.W.* and *P. L.* and their Heirs and Aſſigns, and all and every other perſon and perſons, which now ſtand and are ſeized, or which hereafter ſhall ſtand or be ſeized of the ſaid Mannors, Meſſuages, and other the Premiſſes aforeſaid, ſhall from and after the time of the making or

General Liberty for Leaſes, &c.

any

[illegible] Leaſe or Demiſe, ſtand and be ſeized of, and in all and every thoſe [illegible], Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances, whereof any ſuch Demiſe, Grant, or Leaſe, ſhall be ſo had and made, to the uſe of the ſaid perſon or perſons, to whom any ſuch Grant, Demiſe, or Leaſe, ſhall be thereof made, in manner and form, and according to the purport, effect, and true meaning of theſe preſents, for and during the ſeveral Intereſts and Eſtates to be contained in the ſame: So as all and every ſuch Leaſes and their Aſſigns, and every of them, ſhall pay and do the Rents and Services, reſerved and payable upon the ſaid Leaſes, according to the tenour and purport of the ſame, if any Rents or Services ſhall be reſerved, in or upon the ſaid Grants, Demiſes, or Leaſes, (within 40 Days after, and upon reaſonable Demand in that behalf to be made) to ſuch perſon and perſons to whom the immediate uſe thereof, in Reverſion or Remainder, is by theſe preſents limited and appointed; and after the ſeveral Ends and Determinations thereof, then to the other Uſes, Limitations, and Intents thereof, before in theſe preſents ſpecified and appointed.

Provided alſo, That if the ſaid *J. H.* or the ſaid *G. H.* ſhall joyntly together, or either of them ſolely by himſelf, at any time hereafter, by any Overture, Act or Acts, Thing or Things, Device or Devices whatſoever, wittingly or willingly practice, go about, or by any means effectually conclude, to do, make, execute, acknowledge, or ſuffer any Fine, Feoffment, Recovery, or any other Act or Acts, Thing or Things whatſoever, wherewith or whereby the Eſtate or Uſes Intayl to them, or either of them limited of the Premiſſes, or any part thereof, ſhall not, or may not come, be, remain, and continue, to the ſaid Heirs-male of their bodies ſeverally; And for want of ſuch Iſſue, to the ſeveral perſons, and their heirs-male aforementioned; And for Default thereof, then to the right heirs of the ſaid *T. H.* party to theſe preſents, clearly diſcharged of and from all, and all manner of Eſtates, Charges, and Incumbrances, by them, or either of them, to be hereafter had, made, levyed, or ſuffered, according to the true intent, limitation, and meaning, above in theſe preſents ſet forth and expreſſed; And ſhall attempt and go about by ſome open Act or Deed, to put in ure, or execute any ſuch intent or determination, That then the Eſtate and Eſtates, of Uſe and Uſes, before in theſe preſents limited or appointed to them, and either of them, which ſhall be ſo determined to alter or cumber as aforeſaid, ſhall ſo attempt or go about to alter, cut off, charge, or incumber, contrary to the true meaning of theſe preſents, ſhall onely, during the life of him which ſhall be ſo determined, and ſhall ſo attempt or go about to put in ure and execute any ſuch Determination, Purpoſe, or meaning onely for ſo much of the Premiſſes, as whereof any ſuch Attempt or going about ſhall be had or made, ſhall ceaſe and be determined. *And* that then and thereupon the uſe of ſo much, and ſuch part of the Premiſſes, whereof any ſuch Attempt or going about ſhall be had or made, ſhall immediately thereupon remain, come, and be to ſuch perſon and perſons, to whom the ſame, after the death of the ſaid perſon ſo attempting, or going about any of the Acts aforeſaid, ſhould have deſcended, remained, and come, if the ſame perſon ſo attempting, or going about, had been naturally dead, and no ſuch Act or going about

Clauſe de perpetuity.

Vide Its Legality?

about, or act following the same had been by him had, made, done, executed, ledged, or suffered: And that of such and the same Estate with the like Remainders over as should have discended, remained, and come by the same effect, and true meaning of these presents, if the same person so attempting or going about had been dead, and no such Attempt, Act or Acts had been by him committed, suffered, or done, any thing before in these present Indentures contained to the contrary thereof in any wise notwithstanding.

Revocation of the Uses, and liberty to declare other Uses.

Provided also, That it shall and may be lawful to and for the said *T. H.* party to these presents at all times, and from time to time when and as often as shall seem good unto him during his life, by his Writing or Writings Indented by him sealed and subscribed with his own hand, and published and declared before 2. Witnesses at the least. To declare, limit, or appoint the Premisses, and every or any part or parcel thereof to be to the sole and only use of himself and his Heirs, or otherwise to Revoke, determine, frustrate, or extinguish the Uses before in these present Indentures limited and expressed or any of them, and the Estates thereby or by means thereof in any wise raised, created, or made, *And* that then and from thenceforth all and every the Uses and Limitations before in these present Indentures mentioned, declared or appointed, and the Estates hereby or by means thereof in any wise created or made of and for such and so much of the Premisses whereof the said *T. H.* shall make such declaration, limitation or appointment in form aforesaid, shall cease and determine. *And* that then and from thenceforth, such part and so much of the said Mannors, Messuages, Lands, Tenements, and all other the Premisses, with the Appurtenances whereof or of the Uses whereof such declaration, revocation, limitation or appointment shall be so made by the said *T. H.* shall be to the sole and only use of the said *T. H.* his Heirs and Assigns for ever, any thing in these present Indentures contained to the contrary thereof in any wise notwithstanding. *So always*, That any Grant, Demise, Lease or Leases before that time to be made by the said *T. H.* of the Premisses or any part or parcel thereof, according to liberty effect and intent of these Presents, shall not in any wise extend to prejudice, extinguish, or hinder the said liberty of Revocation & Declaration of new Uses for or touching the Reversion expectant upon the said Leases, Grants or Demises, nor shall in any wise be avoided, prejudiced, or impaired by such Revocation, Limitation, or Appointment, which shall be hereafter so made by the said *T. H.* in any wise. *In Witness, &c.*

An Indenture to preserve Lands in the Name.

THIS *Indenture* made, &c. Between *A. B.* of the one part, and *C. D.* of the other part, *Witnesseth*, That as well the said *A. B.* as the said *C. D.* meaning and intending to preserve and continue their Houses and Name in the degree and continuance it hath been of, to Gods pleasure, be now Resolved and Concluded and Agreed in manner and form following, (*That is to say*) That all the Mannors, Messuages, Lands, Tenements, and Hereditaments, whereof the

A. B. standeth now seised in the County of &c. (one Messuage, &c. only excepted and foreprized,) shall be Conveyed and Assured, and for evermore continue in such manner, form, degree, and estate, and to such Uses and Intents as hereafter in these presents shall be expressed, limited and declared. *And* that all former Conveyances, Estate and Estates, Devises and Assurances heretofore had, made or conveyed by the said *A. B.* to the said *C. D.* and to the Heirs of his body, or to any other person or persons, to the use of the same *C. D.* and of the heirs of his body of or in the said Mannors, Lands, Tenements, and other the Premisses, or any part thereof, shall from henceforth and at all times hereafter be utterly annulled, barred, extinguished, and clearly cut off, and taken away for ever. *And further*, That all Conveyances, Grants, Promises, Provisoes, Payments, Articles, Uses, Intents, and Agreements mencioned and expressed in a pair of Indentures bearing date, &c. And all other Promises, Articles, and Agreements whatsoever between them had or made, shall also from henceforth and at all times hereafter cease, determine, and be utterly void, frustrate, and of none effect.

And for the better discharge thereof, the said *A. B.* for him, his &c. doth by these presents clearly Remit, Release, and for ever quit claim to the said *C. D.* his Heirs, &c. all manner of Actions, Suits, Quarrels, Covenants, Promises, Payments, Debts, Duties, and Demands whatsoever from the beginning of the World, untill the day of the date of these present Indentures. *And* the said *C. D.* for him &c. doth likewise Remit &c. *ut supra*. *And* for the better execution, performance, and accomplishment of their former purpose, intent and meaning above expressed, It is now fully and plainly expressed, declared, covenanted, granted, condescended, concluded and agreed between the said Parties, And the said *A. B.* doth express and declare, and nevertheless for him, his Heirs, &c. doth Covenant &c. to and with the said *C. D.* &c. And the said *C. D.* doth likewise express &c. (*ut supra*) in manner and form following, (*that is to say*) That all the aforesaid Mannors, Lands, &c. (except before excepted) shall before the 10th day of day of *J.* next ensuing the date of these presents, be Conveyed and Assured by the said *A. B.* to the said *C. D.* or their heirs, to *E. T. W. G.* &c. and their heirs, or to the Survivor of them and their heirs for ever, by the names of the Mannors of &c. to such and the same Uses, Intents, and Purposes, and in such manner and form as hereafter in and by these presents shall be limited, expressed and declared; (*That is to say*) *First*, That all Lands, Tenements, and Hereditaments now of the clear yearly Rent and value of 40 l. of lawful English Money parcell of the Premises, (except before excepted) over and above all yearly charges and reprises, shall before the said 10th day of *J.* next coming, be Conveyed and Assured to the said *E. S.* and *T. G.* &c. and to their heirs, or to the Survivor of them and his heirs for ever, to the use and behoof of the said *A. B.* and of the Heirs-Male of the body of the said *A. B.* lawfully to be begotten, and to the use of every such Wife as the said *A. B.* shall hereafter fortune to have and marry: And after the decease of the said *A. B.* without Heirs-Male of his body, and after the decease of every such wife as the said *A. B.* shall so fortune to marry and have; Then for lack of such Heir-Male, to the use of the said *C. D.*

Release of Actions.

That Lands shall be before a day conveyed to Feoffees.

To the use of the Feoffees and his Heirs-Male, and to his Wife.

To the use of the Feoffee for term of his life, &c.

C. D. for terme of his natural life, without impeachment of Waste, And after the decease of the said *C. D.* to the use of *M.* Wife of the said *C. D.* for terme of her life. And after the decease of the said *E. F.* &c. then to the use of the first begotten Son of the body of the same *E. F.* lawfully begotten, and of the Heirs male of the same first begotten Son lawfully begotten. And for lack of such Issue, then to the use of the second Son of &c. And for lack of such Issue, then to the use of the first begotten Daughter, 2d begotten Daughter, and every other Daughter of the body of the said *E. F.* and of the Heirs of the bodies of the same Daughters lawfully begotten. And for default of such Issue, then to the use of *G. H.* second and younger Son of the said *C. D.* for terme of his life, without impeachment of Waste, and after his decease, then to the use of the first begotten Son of the body of the said *G. H.* and of the Heirs males of the body of the same first begotten Son, lawfully begotten, &c. *ut supra.* *And also* that the residue of all the aforesaid Mannors and Lands (except before excepted) shall likewise before the said 10th day of *J.* be conveyed and assured to the said *E. S.* and *T. G.* &c. their Heirs and Assigns, or to the Survivor of them, and their Heirs and Assigns, to the use and behoof of the said *A. B.* and of the Heirs male of the body of the same *A. B.* lawfully begotten; and after the decease of the same *A. B.* without Heir male of his body lawfully coming, then to the use of the said *C. D.* for terme of his life, &c. *ut Supra.*

To what uses the Feoffees shall stand seized.

And further, That the said *E. S.* &c. their Heirs and Assigns, and the Survivor and Survivors of them and their Heirs and Assigns, at all times, from and after the time of the aforesaid Estate, Conveyance and Assurance to them to be had, made, conveyed and executed of and in the Premises, as above is said, shall stand and be seized of, and in the aforesaid Lands, &c. of the said clear yearly Rent and value of 40 *l.* over and above all yearly charges and reprises, to the use and behoof of the said *A. B.* and of the Heirs males of the Body of the same *A. B.* lawfully begotten, and to the use of every such Wife as the said *A. B.* shall hereafter fortune to have and marry as aboveſaid. And after the decease of the said *A. B.* without Heirs male of his Body; and also after the decease of every such Wife as the said *A. B.* shall hereafter fortune to have and marry as aboveſaid, And after the decease of the said *A. B.* without Heir male of his Body, and also after the decease of every such Wife as the said *A. B.* shall fortune to have and marry, Then to the use of the said *C. D.* &c. *ut supra.* *And also* that the said *E. S.* &c. and their Heirs, &c. at all times, from and after the time of the time of the aforesaid Estate, &c. shall stand and be seized of, and in all the said residue of all the aforesaid Mannors, &c. to the use and behoof of the said *A. B.* and of the Heirs males of the Body of the said *A. B.* lawfully begotten. And after the decease of the said *A. B.* without Heir male then to the use of the said *C. D.* &c. *ut supra.* Except, and *always provided* and it is nevertheless Covenanted, &c. between the said parties for them and their Heirs, and the Heirs of either of them by these Presents, That all and every Lease and Leases, demise, grant, and grants hereafter to be had or made of the aforesaid Mannors, &c. or any part thereof, by the said *A. B.* or by the Heirs male of his Body, for terme of 21 years, or under, upon which Leases, &c.

the old, antient and accuſtomed yearly Rent or Rents of the ſame Lands, Tenements and Hereditaments, ſo to be demiſed, granted or letten, or more, ſhall be yearly reſerved and grow, and continue due and payable yearly, from year to year, during ſuch terme or termes.

And alſo all and every ſuch Leaſe, Leaſes, *&c.* hereafter to be had of the Premiſſes, or of any part thereof by the ſaid *C. D.* after the deceaſe of the ſaid *A. B.* without Iſſue male of his Body, as above is ſaid, or by the ſaid *A.* after the death of the ſaid *C. D.* or by *&c.* Whereupon the ſaid Rent or Rents ſhall be reſerved and continued as aboveſaid, ſhall be good and effectual, and valid and indefeazable in the Law.

That all Leaſes to be made for 21 years to the Leſſees, to be effectual & available in the Law.

And that all and every perſon and perſons, unto whom ſuch Leaſe, Leaſes, Grant, *&c.* of the ſaid Mannors, *&c.* or any part thereof, ſhall ſo fortune to be after made for terme of 21 years, or under, as aforeſaid, their Executors, Adminiſtrators and Aſſigns, and the Executors, Adminiſtrators and Aſſigns of every of them, at all times, during the ſaid Term, Termes, Leaſes, Intereſt and Intereſts, ſhall and may peaceably and quietly have, hold, poſſeſs and enjoy the ſame Mannors, *&c.* So to them or any of them granted, demiſed or letten, and every part thereof, according to the true effect and meaning of his and their ſaid Leaſe, Leaſes, Grant and Grants. *And* that the ſaid *E. S.* and the other their Heirs and Aſſigns, and the Survivor and Survivors of them, and their Heirs and Aſſigns after ſuch Leaſe, *&c.* ſo to be had and made to any perſon or perſons of the ſaid Mannor, *&c.* or any part thereof, for terme of 21 years or under, in form above mentioned, ſhall ſtand and be ſeized of, and in the ſame Mannor, *&c.* which ſhall ſo fortune to be taken, letten, demiſed or granted as aboveſaid, and of every part thereof, to the uſe and behoof of ſuch Leſſe and Leſſees, Grantee and Grantees, their Executors, Adminiſtrators and Aſſigns, for terme or termes of 21 years or under.

That all Leſſees may enjoy their termes, according to their Grants.

Provided alſo, and nevertheleſs it is Covenanted, *&c.* Between the ſaid parties and their Heirs, that the ſaid *A. B.* ſhall and may at his liberty and pleaſure at any time hereafter by his ſufficient Deed or laſt Will and Teſtament in writing, Signed and delivered in the preſence of 3. good and ſubſtantial Witneſſes, or otherwiſe give, grant and aſſure to any one perſon, for terme of life only of the ſame perſon, one yearly Rent-charge of, *&c.* to be iſſuing and going out of the aforeſaid Mannors, Lands, *&c.* of any part thereof, and to be paid yearly to the ſame perſon, or his ſufficient Aſſigns, during the life of the ſaid perſon, at the Feaſts of, *&c.* by equall portions, with a ſufficient clauſe of Diſtreſs to be contained in the ſaid Deed, Will, or other Aſſurance for non-payment of the ſaid Rent, or any part thereof, at any of the ſame Feaſts, at which it ought to be paid. *And* that the ſaid *E. S.* *&c.* their Heirs, and the Survivor of them, ſhall ſtand and be ſeized of the aforeſaid Mannors, *&c.* to the uſe, and for the true payment of the ſame yearly Rents in form aboveſaid, during the life of the ſame perſon, to whom the ſaid Rent ſhall ſo fortune to be given or granted as aboveſaid, any thing in theſe preſent Indentures, or any other Aſſurance or Conveyance hereafter to be had, made, done, or ſuffered to the contrary in any wiſe notwithſtanding.

That the Feoffer may by his laſt Will or Deed, grant Annuities for life, with a Clauſe of Diſtreſs.

That the Feoffees ſhall ſtand ſeized to the uſe of the ſame Grantee.

And

And further, as well the said *A. B.* as the said *C. D.* do Covenant and Grant (*that is to say*), Either of them severally, for himself and his Heirs, to and with the other of them, and his Heirs, by these presents, That the said Estate, Conveyance and Assurance hereafter to be had, made, acknowledged, conveyed and executed by the said *A. B.* and *C. D.* the said *R. S. &c.* and their Heirs, or to the Survivor of them, and their Heirs, by Fine, Feoffment, Recovery, or otherwise, of, and in, the aforesaid Mannors, &c. in form aboveſaid, and these present Indentures, and the Inrolment thereof, and all and every Article, Covenant, Grant, Sentence, Agreement and Thing therein contained, and all and every other Estate and Estates, Fine and Fines, Recovery and Recoveries, Gifts, Grants, Conveyances and Assurances, which now, or at any time or times hereafter shall fortune to be had, made, conveyed, executed, acknowledged, or suffered by the said *A. B.* and *C. D.* or by either of them, or their Heirs, or the Heirs of either of them, or by the Assent, Means, or Agreement of them, or any of them, in, or concerning the aforesaid Mannors, &c. or any part thereof, (except before excepted) shall, at all times, after the said 10th day of *J.* be, inure, and continue to the Uses, Intents, and Purposes, in these present Indentures limited, declared and expressed, and according to the true intent and meaning of the same, for which Estates, Conveyances, Uses and Intents above declared, the said *C. D.* hath paid and delivered unto the said *A. B.* the sum of, &c. under, and upon Condition, That if the said *A. B.* shall fortune to dye, having Issue-male of his Body, lawfully begotten at the time of his Decease, that then such Issue-male, within the space of, &c. next after such time as he shall have accomplished his full age of 21 years, shall content and repay the same, together with the sum of, &c. in manner and form, as hereafter in these presents shall be expressed and declared.

That all Fines and Conveyances to be made, shall be in ure to the uſes in these presents compriſed.

If the Feoffor have Issue-male at the time of his death, that the Issue shall repay a certain sum of mony to the Feoffee at a day.

And further, the said *C. D.* for him, &c. Covenanteth, &c. to, and with the said *A. B.* his, &c. That if he, the same *A. B.* shall fortune to dye without any Issue-male of his Body, lawfully begotten, or to have Issue-male of his Body, at, or after, the time of his decease, which Issue-male shall after fortune to dye without any Issue-male of his Body, and no discontinuance or barr of any of the said Estates for term of life, or intail then had, made or grown by Act or Acts, Means, Assent or Agreement of the said *A. B.* or of the Heirs-male of his Body, That then the same *C. D.* his Heirs, Executors or Administrators, within the space of, &c. next after such time as the said *A. B.* shall fortune to be dead, without any Issue-male of his Body, and the said Estate-tail limited to the same *A. B.* to the Heirs-male of his Body, utterly extinguished and determined, shall, well and truly content and pay, or cause to be contented and paid to such person or persons, and in such manner and form as the said *A. B.* in his life-time, by his sufficient writing, subscribed with his Hand, and sealed with his Seal, in the presence of three substantial Witnesses, shall name, limit, assign, express or appoint the sum of &c.

If the Feoffee dye without Issue-male, or the Issue-male dye without Heir-male, without any discontinuance had, That the Feoffee shall pay a sum of money to such persons as the Feoffor shall limit.

If the Feoffee make default of the said payment, That the Rec v ror shall be seized to the use of the Executors of the Feoffor for a certain term, and after to the uſes aboveſaid.

Provided always, and it is nevertheless Covenanted, &c. That if the said *C. D.* his Heirs, Executors or Administrators, shall fortune to refuse to pay the sum of &c. or fail to make payment thereof, or of any part thereof, after lawful and reasonable Request or Demand thereof, to him or them, to be had or

...at any time after the end of the ſaid 20 Months to ſuch perſon or perſons, and in ſuch manner and form as the ſaid *A. B.* ſhall name, limit and appoint in form aboveſaid, That then, and from, and immediately after, ſuch deſire of payment, had and made, the ſaid *E. S. &c.* and their Heirs, and the Survivor, &c. ſhall ſtand and be ſeized of, and in, the aforeſaid Mannor, &c. (except before excepted) to the uſe and behoof of the Executors and Adminiſtrators of the ſaid *A. B.* during the ſpace and term of 100 years, next enſuing the full end and expiration of the ſame 20 Months, without impeachment of Waſte. And after the end and expiration of the ſaid 100 years, then to the uſes and intents above limited and expreſſed, except, and alwayes ſaved to every ſuch Wife as the ſaid *A. B.* ſhall hereafter fortune to have and marry, a perfect and ſure Eſtate, Uſe and Intereſt, for term of her life, of, and in, all the aforeſaid Lands, Tenements and Hereditaments of the ſaid clear yearly Value and Rent of 40 l. without any lett or interruption.

Provided likewiſe, and it is Covenanted, &c. between the ſaid Parties and their Heirs, That if the ſaid *A. B.* ſhall fortune to dye, having Iſſue-male of his Body at the time of his deceaſe, That then if the Iſſue-male of the ſame *A. B.* or the Executors, Adminiſtrators or Aſſigns of the ſaid *A. B.* within the ſpace of 20 Months, next after ſuch time as the ſaid Iſſue-male of the Body of the ſaid *A. B.* ſhall have fully accompliſhed the age of 21 years, do not convey and pay unto the ſaid *C. D.* his Executors or Adminiſtrators, the ſum of, &c. That then the ſaid *E. S. &c.* and their Heirs, &c. ſhall ſtand and be ſeized of the ſaid Mannors, &c. (except before excepted) to the uſe of the ſaid *C. D.* his Executors and Adminiſtrators, untill ſuch time as the ſame *C. D.* his Executors or Adminiſtrators, ſhall, or may have fully levied, perceived, and taken of the Rents, Iſſues, Revenues, and Profits of the ſame Mannors, Lands, Tenements and Hereditaments, (except before excepted) the ſaid ſum of, &c. *Ex-cepting, and alwayes provided,* and it is Covenanted, &c. between the ſaid Parties ſeverally, for them and their Heirs, That neither theſe preſent Indentures, nor any Proviſo, Covenant, Grant, Sentence, Article or Thing therein contained, or any Eſtate, Fine, Recovery, or other Conveyance hereafter to be had or made by the ſaid *A. B.* and *C. D.* or either of them, or their Heirs, or the Heirs of either of them, or by any other perſon or perſons, ſhall in any wiſe extend to defeat, avoid, determine, diminiſh, prejudice, or interrupt any Leaſe or Leaſes, Grant or Grants, Term or Terms hereafter to be had or made of the Premiſſes, or of any part thereof, by the ſaid *A. B.* or by the Heirs-Males of his Body, for term of 21 years, whereupon the antient Rent or Rents thereof, or more, ſhall be yearly reſerved, and continue in form aboveſaid; nor to defeat, determine, avoid, impair, or interrupt the Eſtate, Uſe, Intereſt or Poſſeſſion, of any ſuch wife as the ſaid *A. B.* ſhall hereafter fortune to have or marry as aboveſaid, of, in, and to, the ſaid Lands, &c. of the ſaid yearly Rent and Value of 40 l. over and above all yearly Charges, during the life of any ſuch Wife, nor to defeat, avoid, extinguiſh, or ſuſpend the aforeſaid yearly Rent-Charge of, &c. nor to the aforeſaid Meſſuage, Dove-houſe, &c. before in theſe preſents excepted, nor to any part thereof; but that the ſaid *A. B.* ſhall and may have, hold, and enjoy the ſame Meſſuage, Dove-houſe, &c. to him

If the Feoffor dye, having Iſſue-male, and the ſame Iſſue, nor the Executors, &c. of the Feoffor, do not pay to the Feoffee the ſome of, &c. That the Recoverors ſhall be ſeized to the uſe of the Feoffee, until the ſum of, &c. be levied.

This Indenture nor any other Conveyance, ſhall prejudice any Leaſe, or Joynture, or Rent-Charge made.

and to his Heirs. And that the ſaid Leſſees and Grantees ſhall and may have and enjoy their ſaid Terms and Intereſts; and alſo that every ſuch Wife as the ſaid *A. B.* ſhall hereafter fortune to have and marry as aboveſaid, ſhall and may likewiſe have and enjoy for term of her life the aforeſaid Lands, Tenements and Hereditaments of the ſaid clear yearly Rent and Value of 40 l. over and above all yearly Charges and Reprizes, any Covenant, Grant, Proviſo, Article or Thing in theſe preſents mentioned, or any Act or Acts, Eſtate or Eſtates, Conveyances or Aſſurances, had or made, or hereafter to be had, made, acknowledged, conveyed, or ſuffered to the contrary thereof in any wiſe notwithſtanding.

That all Conveyances ſhall be to the uſe herein contained.

And it is covenanted, &c. and the ſaid *E. S. &c.* for them, and every of their Heirs do covenant, &c. That all Feoffments, Fines, Recoveries, and other Conveyances whatſoever hereafter to be had, made, acknowledged, or ſuffered to the ſaid *E. S. &c.* of the Premiſſes, or any part thereof, ſhall be to the Uſes, Intents, Meaning and Purpoſes, expreſſed and contained in theſe Preſents, and to none other Uſe, Behoof, Intent or Purpoſe. And that neither the ſaid *E. S. &c.* their Heirs, nor any of them, ſhall, nor will challenge, demand, or claim any manner of Eſtate, Uſe, Intereſt, Right, Title, Poſſeſſion, of, in, or to, the Premiſſes, or any part thereof, but only to the Uſes and Intents before in theſe preſents mentioned and expreſſed.

That the Recoverors ſhall not claim any Intereſt, but only to the Uſes aboveſaid.

Provided always, and nevertheleſs it is Covenanted, &c. That if the ſaid *A. B.* at any time hereafter, during his natural life, ſhall be minded or diſpoſed, to alter, change, extinguiſh, or make void the ſaid Feoffment, Fine, &c. or any of the Uſes before by theſe preſents limited, expreſſed or declared, touching the Premiſſes, or any part thereof, by force or reaſon of any Eſtate that ſhall grow, be made or executed of any the ſaid Uſe, Uſes, of, or, in the Premiſſes: Or if the ſaid *A. B.* at any time hereafter, during his life, ſhall be diſpoſed to have again all and ſingular the Premiſſes, or any part thereof, or the diſpoſition or beſtowing thereof, or any part or parcel thereof, in any ſort or manner then before is limited, or to have the ſame, or any part or parcel thereof, to him and his Heirs, as in his former Eſtate, to do therewith his Will and Pleaſure. And there upon, by his Deed or Writing, ſealed and ſubſcribed with his own proper Hand, do notifie or ſignifie the ſame to the ſaid *E. S. &c.* or to any of them, or to the Survivor or Survivors of them, or any of them. That then immediately after and upon every, or any, ſuch Notice or Signification in Writing, ſealed and ſubſcribed, as is aforeſaid. So much of the Premiſſes ſhall be limited, declared and appointed in the ſaid Writing, and ſubſcribed as aforeſaid, to be utterly and clearly altered, changed, or made void, ſhall be from thenceforth to the uſe of the ſaid *A. B.* and of his Heirs, as in his former Eſtate, to do therewith his and their Will and Pleaſure; and thereafter the ſaid *A. B.* his Heirs and Aſſigns, and the Heirs and Aſſigns of the Survivor of them, and all, and every, other perſon and perſons that now be, or at any time hereafter, ſhall be, or ſtand ſeized of the ſaid Premiſſes, ſo to be ſignified, notified or declared, ſhall be thereof ſeized to the uſe of the ſaid *A. B.* his Heirs and Aſſigns for ever, to do therewith his and their Will and Pleaſure, as in his or their former Eſtate; any thing in theſe preſents mentioned

A liberty for the Feoffor to alter the Eſtates.

to the contrary thereof in any wise notwithstanding: *In Witnesse whereof*, &c.

An Indenture for Estating of Lands.

THis *Indenture* made the 19th day of *S.* &c. between *C. M.* of *C.* in the County of *C.* Esq. on the one part, and *R. M.* of *T.* in the said County Esq. *G. B.* of *A.* in the said County Esq. *R. T.* of *B.* in the County of *S.* Genr. *J. E.* of *O.* in the said County of *C.* Esq. and *G. H.* Esq. on the other part, *Witnesseth*. That for the establishing and conveying of the Lands of the said *C. M.* in his Name and Blood, and for a convenient Joynture to be thereof made unto *E.* his wife, and also for other Purposes and Intents in these Presents appearing. It is now Condescended and Agreed between the said Parties, to these presents, and every of them in manner and form following (*that is to say*), *Whereas* the said *C. M.* by good and sufficient Conveyance and Assurance in the Law, hath made and executed unto the said *J. E.* and *G. H.* and their Heirs and Assigns, to their own Uses, a good and lawful Estate in Fee-simple, of, and in the Mannor of *C.* with the Appurtenances, and of, and in all other the Messuage, Salt-houses, Milnes, Lands, Tenements and Hereditaments, with the Appurtenances in *M. N.* and *C.* in the County of *C.* and in the County of the City of *C.* whereof or wherein the said *C. M.* then had any Estate of Inheritance, as by the Conveyance more plainly may appear, which said Conveyance and Assurance so to them made, was made to this Purpose and Intent, that any further Conveyance might the better be had and made of the Mannors, Lands, Tenements and Hereditaments, and all other the Premisses, with the Appurtenances, to the Uses and Intents in these presents expressed. *Now* therefore the said *J. E.* and *G. H.* and either of them, do Covenant and Grant for himself, his Heirs, Executors and Administrators, to, and with the said *C. M.* his Heirs and Assigns, That at the next and great Sessions for Common-Pleas in the said County of *C.* to be holden at *C.* next after the Date hereof, They, the said *J. E.* and *G. H.* and the Survivor of them, shall, and will permit and suffer the said *R. M. G. B.* and *R. T.* or the Survivor of them, to demand against them, or the Survivor, by a Writ of *Entry sur seisin in le post*, to be sued forth at the same Sessions, at the Costs and Charges of the said *C. M.* his Heirs or Assigns, the said Mannor of *C.* with the Appurtenances, and all such other of the said Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, as do lye in the County of *C.* by such Names thereof, as by the Counsel learned of the said *C. M.* shall be devised; in which Suit the said *J. E.* and *G. H.* shall at the same Sessions, either in their proper Persons, or by their Attorney, sufficiently authorized, appear, and after Declaration made against them, and Defence made by them, shall Vouch to warrant the said *C. M.* whereupon the said *C. M.* shall presently appear in the same Suit, at the same Sessions, either in proper Person, or by Attorney, sufficiently authorized, and after like Declaration made against

him, and Defence made by him, ſhall willingly enter into the ſaid Warranty and vouch over to Warranty the common Vouchee. And further do, and ſuffer to be done, all and every other Acts and Things, according to the manner and form of Common Recoveries, with double Voucher, uſed in the ſaid County of *C.* ſo as a perfect Common Recovery, with double Voucher, together with Judgment and Execution thereupon may be had, purſued, and ſuffered, of and in all the Premiſſes in the ſaid County of *C.* accordingly.

And in like manner the ſaid *J. E.* and *G. H.* and either of them, doth covenant and grant, for themſelves, their Heirs, Executors, and Adminiſtrators, to and with the ſaid *C. M.* his Heirs and Aſſigns; That upon the reaſonable Requeſt, Coſts and Charges, in the Law of the ſaid *C. M.* his heirs or Aſſigns, the ſaid *J. E.* and *G. H.* or the Survivor of them, at a Court of *Pertuus*, to be holden at the City of *C.* ſhall and will in like manner, permit and ſuffer the ſaid *R. M. G. B.* and *R. T.* or the Survivor of them, to demand againſt them by a Plaint, in the nature of a Writ of *Entry Sur Diſſeiſin en le poſt*, to be commenced and purſued, according to the cuſtom and uſage of the ſaid City of *C.* all ſuch other of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, as do lye within the ſaid City of *C.* or the Suburbs or Precinct of the ſame, by ſuch names thereof, as by the Councel learned of the ſaid *C. M.* ſhall be Deviſed. In which Suit, the ſaid *J. E.* and *G. H.* ſhall at the ſame Court of *Pertuus*, either in their proper perſons, or by their Attorney, ſufficiently authorized appear; and after *Declaration* made againſt them, and Defence made by them, ſhall vouch to Warranty the ſaid *C. M.* Whereupon the ſaid *C. M.* ſhall preſently appear in the ſame Suit, either in proper perſon, or by Attorney ſufficiently authorized; and after like Declaration made againſt him, and Defence made by him, ſhall willingly enter into the ſaid Warranty, and vouch over to Warrant the Common Vouchee. And further do, and ſuffer to be done, all and every other Acts and Things, according to the Form of Common Recoveries, with double Voucher uſed in the City of *C.* So as a perfect Common Recovery, with double Voucher, together with Judgment and Execution thereupon may be had, purſued, and ſuffered, of and for all the ſaid Premiſſes, in the ſaid City of *C.* accordingly.

And it is covenanted, granted, and agreed, by and between all the ſaid parties to theſe preſents, and every of them, That the ſaid ſeveral Recoveries ſo to be had and ſuffered, and all other Recoveries that ſhall be had and ſuffered by or between the ſaid parties, or any of them, in the ſaid County of *C.* or in the ſaid City of *C.* at any time, during the ſpace of 2 years next coming, ſhall be; and the ſaid Recoverors, and their heirs, ſhall ſtand and be ſeiſed of the ſaid Mannor of *C.* and of all other the ſaid Meſſuages, Salt-houſes, Mills, Lands, Tenements, and Hereditaments, and all other the Premiſſes, with the Appurtenances, to the ſeveral uſes, intents, and purpoſes, under the Conditions, Proviſoes, Limitations, and meanings, hereafter in theſe preſents expreſſed and contained, (*that is to ſay*) of and in theſe parts and parcels of the Mannor-houſe, and Capital Meſſuages, of the ſaid *C. M.* in *C.* aforeſaid hereafter mentioned, *viz.* The 3 old Lodgings, ſtanding in the South-Eaſt part of the Court or Curtilage of the ſaid Mannor-houſe, or Capital Meſſuage; and all

Side adjoyning to the ſaid Lodging, as it is now incloſed from the Orchard, and alſo a certain Barn of the ſaid Mannor-houſe, commonly called the Hay-Barn adjoyning to the Stable; and alſo the old Garden belonging to the ſaid Mannor-houſe, adjoyning to the Furlong, and all other the Ground and Lands, within the Compaſs of the Hedge of the ſaid Garden; and of and in all thoſe Cloſes and Paſtures in *C.* aforeſaid, being parcel of the Demeſnes of the ſaid Mannor-houſe, or Capital Meſſuages, commonly called the *M.* the *L.* the *B.* the *N.* &c. and of and in one Meſſuage and Tenement, with the Appurtenances in *C.* aforeſaid, now or late in the holding or Occupation of *R. C.* or his Aſſigns, and all Lands, Tenements, and Hereditaments, thereto belonging, of the yearly Rent of 33 *s.* 4 *d.* and of and in one other Meſſuage and Tenement, with the Appurtenances in *M.* aforeſaid, now or late in the holding or Occupation of *H. M.* And all Lands, Tenements, and Hereditaments thereto belonging, of the yearly Rent of 6 *s.* 8 *d.* And of and in one Meſſuage and Tenement, with the Appurtenances in *N.* now or late in the holding or Occupation of *W. C.* or his Aſſigns; and all Lands, Tenements, and Hereditaments thereto belonging, of the yearly Rent of 13 *s.* 4 *d.* to the uſe of the ſaid *C. M.* and of and for the ſaid *E.* his Wife for her Joynture; and to the heirs-male of the body of the ſaid *C. M.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *J. M.* Brother to the ſaid *C.* and the heirs-male of his body lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *C. M.* another Brother of the ſaid *C.* and the heirs-male of the body of the ſaid *C.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *R. M.* another Brother to the ſaid *C. M.* and the heirs-male of the body of the ſaid *R.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of *C. M.* Son of *T. M.* late of *M.* aforeſaid deceaſed; and the heirs-male of the body of the ſaid *C.* Son of the ſaid *T.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *H. M.* Brother to the ſaid *C. M.* of *M.* and the heirs male of the body of the ſaid *H.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *C. M.* younger Brother to the ſaid *T. M.* and the heirs-male of the body of the ſaid *C. M.* the younger, to the ſaid *T.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *P. M.* Son of *R. M.* of *M.* Gent. and the heirs-male of the body of the ſaid *P.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *E. M.* Son of *P. M.* late of *P.* Eſq; deceaſed and the heirs-male of the body of the ſaid *E.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *T. M.* Son of the ſaid *R. M.* of *P.* aforeſaid, Eſq; and the heirs-male of the body of the ſaid *T. M.* Son of the ſaid *R.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *G. M.* Son of *H. M.* of *C.* Eſq; and the heirs-male of the body of the ſaid *G.* lawfully begotten, and to be begotten. And for Default of ſuch Iſſue, to the uſe of *T. M.* Son to *R. M.* of *M.* aforeſaid, Gent. and to the heirs-male of the body of the ſaid *T.* lawfully begotten; and to be begotten. And for Default of ſuch Iſſue, to the uſe of the right heirs of the ſaid *C. M.* of *C.* for ever. And of, for, and concerning all the reſt and reſidue of

the said Mannor, and of all other the Messuages, Salt-houses, Mills, Lands, Tenements, and Hereditaments, with the Appurtenances, so be conveyed contained in the said several Recoveries, or either of them; The said Recoverors and their Heirs shall stand and be thereof seized, from and after any such Recovery so had and suffered, to the use of the said *C. M.* of *C.* and the heirs-male of his body lawfully begotten, and to be begotten; And for Default of such Issue, to the use of the said *J. M.* and the heirs-male of his body lawfully begotten, and to be begotten: And for default of such Issue, to the use of the said *C. M.* and the heirs-male of his body lawfully begotten, and to be begotten; And for default of such Issue, to the use of the said *R. M.* Brother to the said *C. M.* of *C.* and the heirs-male of his body lawfully begotten, and to be begotten: And for default of such Issue, to the use of the said *C. M.* Son of the said *T. M.* late of *M.* aforesaid deceased, and the heirs-male of his body lawfully begotten, and to be begotten; And for Default of such Issue, to the use of *H. M.* Brother to the said *C. M.* of *M.* and the Heirs-Male of his Body, lawfully begotten, and to be begotten; And for Default of such Issue, to the use of the said *C. M.* younger Brother to the said *T. M.* and the Heirs-Male of his Body lawfully begotten, and to be begotten. And for default of such Issue, to the use of the said *P. M.* Son to the said *R. M.* of *M.* and the Heirs-male of his body lawfully begotten, and to be begotten. And for Default of such Issue, to the use of *E. M.* Son to the said *P. M.* of *P.* and the Heirs-male of his body lawfully begotten, and to be begotten. And for Default of such Issue, to the use of the said *T. M.* Son of the said *R. M.* of *P.* and the Heirs-male of his body lawfully begotten, and to be begotten. And for Default of such Issue, to the use of the said *G. M.* Son to the said *H. M.* of *C.* and the Heirs-male of his body lawfully begotten, and to be begotten. And for Default of such Issue, to the use of the said *T. M.* Son to the said *R. M.* of *M.* and the Heirs-male of his body lawfully begotten, and to be begotten. And for Default of such Issue, to the right Heirs of the said *C. M.* of *C.* for ever.

Provided always, And it is further agreed and concluded, by and between the said parties to these presents, That it shall and may be lawful, to and for the said *C. M.* of *C.* at all times, and from time to time hereafter, when, and as often as it shall seem good to him by his Writing or Writings Indented, sealed with his Seal, and subscribed with his own hand, in the presence of 3 or more Witnesses, to grant, limit, or appoint the said Mannor, Messuages, Salt-houses, Lands, Tenements, and Hereditaments, with the Appurtenances or any part or parcel thereof, saving and except, during the life of the said *E.* the said Messuages, Lands, and Tenements, with the Appurtenances, before appointed and set out for her Joynture, as is aforesaid, to or for the Joynture of any Wife or Wives, which he shall happen to marry, after the decease of the said *E.* now his Wife, for term of life, of every or any such Wife; or by like Writing or Writings Indented, to make any Demise or Lease of the said Mannor, Messuages, Lands, Tenements, and Hereditaments, or of any part thereof, saving and except, during the life of the said *E.* such part thereof, as is before appointed and limited, to and for her Joynture as is aforesaid, to any person

or persons, for the term of 21 years, or under; or of one, or two, or 3 [illegible] so that upon every such Demise and Lease, the accustomed yearly Rent [illegible] reserved and payable, during the continuance of the terms thereof, and not [illegible] double of Waste. *And* also, that it shall and may be lawful to and for the said *C. M.* of *C.* at all times; and from time to time hereafter, when and as often as it shall seem good to him by his Writing or Writings Indented, Sealed with his Seal, in the presence of the said *R. M. J. E. G. B. G. H.* and *R. T.* or any of them, to grant, limit, or appoint the said Manor, Messuages, Salt-houses, Lands, Tenements, and Hereditaments, with the Appurtenances, or any part or parcel thereof (saving and except, during the life of the said *E.* the said Lands, Tenements, and Hereditaments, limited and appointed to, and for her Joynture as is aforesaid) to any person or persons, for any Estate or Term whatsoever: And that the said Recoveror and Recoveries shall be, and the said Recoverors and their Heirs shall stand and be seized of, and in such part, and so much of the Premisses of, and concerning which, any such Grant, Limitation, or Appointment, shall be so made to such uses and intents, and of such person and persons, and for and under such Provisoes, Conditions, Limitations, and Determinations, as the same shall be so granted, limited, or appointed unto, by the said *C. M.* of *C.* by such Writing or Writings Indented, to be had, made, sealed, and subscribed, by the said *C. M.* of *C.* in manner and form aforesaid, and after to the uses and intents in these presents before declared, and expressed, in such manner and form, order and degree, and with the same Remainders, Conditions, and Limitations, as the same by these presents be limited and appointed.

Provided always, and nevertheless; and it is fully concluded, condescended, and agreed, by and between the said parties to these presents, and every of them, That if the said *J. M. C. M. R. M. C. M.* Son of the said *T*; *H. M. C. M.* younger Brother to the said *T. P. M. T. M.* Son of the said *T. M.* of *P. G. M.* and *T. M.* Son of the said *R. M.* of *M.* or any of them, or any of their Heirs-male of any of their bodies lawfully begotten, or to be begotten, shall at any time hereafter, earnestly, advisedly, or determinately, intend, actually attempt, go about or put in ure, or cause to be done, any Act or Acts, Thing or Things whatsoever, of the said Manor, Messuages, Salt-houses, Mills, Lands, Tenements, and Hereditaments, with the Appurtenances, whereof the said Recovery or Recoveries shall be so had or suffered, or of any part or parcel thereof, whereby, or by reason whereof, any Estate, Use, Interest, or Possession, above in these presents specified, mentioned, limited, or expressed, to be made, declared, or created, or any of them, shall or may be in any wise discontinued, impaired, charged, hindered, cut off, barred, or extinguished, contrary to the true intent, agreements, and meanings, in these presents expressed, except such Act and Acts, as are in or by these presents mentioned, limited, or permitted; and except the lawful and reasonable Dowers of such Woman, as shall be his or their lawful Wife or Wives; That then, and from henceforth, for and concerning so much, and such parcel of the Premisses, whereof any such Attempt, going about putting in ure, or Act or Acts, shall [illegible] or made, or caused to be done, the said Recovery and Recoveries shall

be; And the said Recoverors, their Heirs and Assigns, and all and every other person and persons their Heirs and Assigns, which shall happen hereafter to be seized of the same Premisses, or of any part thereof, shall stand and be seized thereof, to the use of such person to whom the same shall come and be, after the death of the said person and persons, making or doing any such Attempt, Act or Acts; and of and for such Estate and Estates, in such form, condition, quality, and degree, and with and under such Limitations, Determinations, Provisoes, and Conditions, as if the said person or persons, making or doing any such Attempt, Act or Acts, were then naturally dead; any thing in these presents contained to the contrary notwithstanding.

Provided nevertheless, And it is in like manner agreed by and between the said parties to these presents and every of them, That after the decease of the said *C.M.* of *C.* without any Heirs-Male of his body lawfully begotten, and to be begotten, the said *J. M. O.M. R.M. C.M.* Son of the said *T*; *H.M. C.M.* younger brother to the said *T*; *P.M. E.M. T.M.* Son to the said *R.M.* of *P*: *G.M. T.M.* Son to the said *R.M.* of *M*, and every or any of them, or any of their Heirs-Male of any of their bodies lawfully begotten or to be begotten, and every of them severally when and at such time as they shall be seized of the Freehold of the Premisses by force of the limitation of any Use or Estate before in these presents mentioned, declared or expressed, shall or may by Writing Indented sealed with their Seal in the presence of 3. or more Witnesses, declare, appoint, or limit the use of any part of the said Mannors, Messuages, Salt-houses, Lands, Tenements, and Hereditaments, not exceeding the full yearly value of 30 l. Saving and Except during the life of the said *E.* such part of the Premisses as is seized, limited and appointed to and for the Joynture of the said *E.* to any of his or their lawful Wife or Wives for the time being, for the term of her life only, and for no other greater Use or Estate in any wise, and not dispunishable of Waste. *And also*, by like Writing or Writings Indented, to grant to every or any of his or their Sons not being his or their Heir apparant several Rent-Charges of 53 s. 4 d. a piece, issuing and going out of the said Mannors, Messuages, Salt-houses, Lands, Tenements, and Hereditaments: Saving and Except during the life of the said *E*, the said Messuages, Lands and Tenements before appointed to and for her Joynture, as is aforesaid, payable yearly during the life of such Son to whom any such Grant shall be made, so as more of the said Sons have but one Rent-Charge of 53 s. 4 d. a piece during his life only, payable yearly at the Feasts of &c. by even portions or within 20 dayes next every of the said Feasts. *And also*, by like Writing or Writings Indented, to grant a Rent-Charge of 20 l. by the year, issuing out of the said Mannors, Messuages, Salt-houses, Lands, Tenements, and Hereditaments; Saving and Excepting during the life of the said *E.* the said Messuages, Lands, and Tenements before appointed to and for her Joynture as is aforesaid, to any person and persons and their Heirs, payable at the Feast dayes aforesaid, for and untill such time as every daughter of such person so making any such Grant which shall not be married in the life-time of such person so making any such Grant, shall or may have received and had thereof 100 l. apiece for and towards her preferment in Marriage; or otherwise.

Provided

Provided alſo, That after the deceaſe of the ſaid *C. M.* of *C.* without any Iſſue Male of his body begotten, the ſaid *F. M. O. M. R. M. C. M.* Son of the ſaid *T. H. M. C. M.* younger Brother to the ſaid *T. M. P. M. E. M. T. M.* Son to the ſaid *R. M.* of *P*; *G. M.* and *T. M.* Son of the ſaid *R. M.* of *M.* and every or any of them, or any of their Heirs-Male of any of their bodies lawfully begotten and to be begotten when and at ſuch time as they ſhall be ſeiſed of the Freehold of the Premiſſes by force of the limitation of any Uſe or Eſtate taken in theſe preſents declared, mentioned or expreſſed, ſhall or may by Writing or Writings Indented ſealed with their Seals, Demiſe or lett to Farm all and ſingular the Premiſſes or any part thereof, Saving and Except during the life of the ſaid *E.* ſuch part of the Premiſſes as is before appointed for her Joynture or Dower; And Saving and Except the ſaid Mannor-Houſe or Capital Meſſuage called *C*, and the Demeſne Lands thereof, to any perſon or perſons for the Term of 21 years or under, or for the term of 3. Lives or under, So that upon every ſuch Demiſe and Leaſe, the old accuſtomed Rent or more be reſerved and payable yearly during the ſeveral terms therein contained, and ſo that any ſuch Leaſe be not made diſpuniſhable of Waſte.

And it is *further* condeſcended, concluded and agreed by and between the ſaid parties to theſe preſents, That the ſaid Recoverors and Recoveries ſo to be had and ſuffered ſhall be, and the ſaid Recoverors their Heirs and Aſſigns, ſhall ſtand and be ſeiſed to the intent and purpoſe that every ſuch Son, and every ſuch other perſon to whom any ſuch Grant of Rent-Charge of 20*l.* ſhall be made, ſhall and may be for non-payment of the ſaid ſeveral Rents, into the ſaid ſeveral Lands and Tenements ſo to be charged, to Enter and diſtrain, and in caſe of Rent-Charge. *And alſo*, that the ſaid Recovery and Recoveries ſhall be for and concerning ſuch part of the Premiſſes whereof any ſuch Demiſe, Leaſe, Declaration, Appointment or Limitation mentioned and expreſſed; and after to ſuch other Uſes thereof as are before in theſe preſents declared and expreſſed.

Provided furthermore, and the Premiſſes notwithſtanding, It is concluded, condeſcended and agreed by and between the ſaid parties to theſe preſents, That if the ſaid *C. M.* of *C.* by any Writing by him ſealed and ſubſcribed with his own hand in the preſence of 3. or more Witneſſes, and to be delivered in his life time to the ſaid *R. M. J. E. G. B. G. H.* and *R. T.* or any 2. of them, or to the Heir or Heirs of the Survivors of them ſhall ſignifie and declare, that the ſaid Recovery and Recoveries of for or concerning the ſaid Mannor, Meſſuages, Lands Tenements, and Hereditaments, or of for or concerning any part or parcell thereof, ſhall be to the uſe of himſelf and his Heirs only, and not to any other uſe or uſes; That then and from thenceforth immediately after ſuch ſignification and declaration all and every the Uſes and intents before expreſſed, declared or mentioned in theſe preſent Indentures as concerning ſuch part and parts of the ſaid Mannor, Meſſuages, Lands, Tenements and Hereditaments, with the Appurtenances, whereof any ſuch ſignification or declaration ſhall be ſo had and made, ſhall utterly ceaſe, be void, and determine. And that then and from thenceforth the ſaid Recovery and Recoveries ſhall be: And the ſaid Recoverors and their Heirs as concerning all and ſingular ſuch

part and parts of the Premiſſes, with the Appurtenances, whereof any ſuch ſignification or declaration ſhall be ſo had and made, ſhall ſtand and be to the uſe thereof to the uſe of the ſaid *C.M.* of *C.* his Heirs and Aſſigns for ever, any thing in theſe preſents contained to the contrary in any wiſe notwithſtanding.

Provided alwayes, That notwithſtanding the ſaid ſignification or declaration, or any thing before expreſſed touching or concerning the Repealing, diſannulling, altering, or making void of any the Uſes or Eſtates before limited or declared, That yet nevertheleſs the Eſtate and Joynture of the ſaid *E.* before in theſe preſents limited, intended and mentioned, and all and ſingular Conveyances and Writings Indented, which ſhall be made by the ſaid *J. M.* of *C.* to or for the Joynture of any his lawful Wife or Wives, or to or for their Advancement and preferment of any Son or Sons Daughter or Daughters of the ſaid *C.M.* of *C.* or to or for the payment and diſcharging of his Debts, and alſo every Demiſe or Leaſe to be made by the ſaid *C.M.* of *C.* ſhall ſtand, remain and be in their ſeveral forces, ſtrength and effect, according to the true intent and meaning thereof, any thing herein contained to the contrary in any wiſe notwithſtanding. *In witneſs*, &c.

An Indenture of Covenants to Convey Lands by Fine, &c. And that the Conuſee ſhall have other Lands in caſe the Lands ſold be evicted.

THis *Indenture* Tripartite made, &c. between *W. G.* of *G.* in the County of *M.* Eſq; *J.W.* of *G.* in the ſaid County of *M.* Gent. and *J.C.* of *L.* Eſq; of the firſt part; *R.B.* of *W.* in the County of *L.* Eſq; of the 2d. part, and *E.L.* of *O.* and *G.L.* of *T.* in the County of *C.* Eſquires, of the 3d. part, *Witneſſeth*, That *whereas* the ſaid *W.G. J.W.* and *J.C.* by their Indenture of Bargain and Sale bearing date with theſe preſents made between them the ſaid *W.G. J.W.* and *J.C.* of the one part, and the ſaid *R.B.* of the other part, by and with the full conſent and agreement of the ſaid *J.C.* and at and by his ſpeciall requeſt and appointment, For the Conſiderations therein mentioned, Have Granted, Bargained, Aliened, Sold, and Confirmed unto the ſaid *R. B.* his Heirs and Aſſigns for ever, All thoſe Meſſuages, Lands, Tenements, &c. [*ut ſupra in Indentur. proxim. precedent.*] *To have and to hold* to him the ſaid *R.B.* his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid *R. B.* his Heirs and Aſſigns for ever abſolutely without any Condition, as by the ſaid recited Indenture of Bargain and Sale amongſt other things more fully appeareth. Now the ſaid *W.G. J.W.* and the ſaid *J.C.* for the further and better Security of the ſaid *R. B.* and his Heirs, and more perfect aſſurance of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, and other the ſaid Premiſſes, with the Appurtenances in and by the ſaid recited Indentures of Bargain and Sale ſo bargained and ſold (or mentioned to be bargained and ſold) or conveyed unto the ſaid *R.B.* and his Heirs in manner and form aforeſaid, for and upon the cauſes

and

and considerations in the said recited Indenture of Bargain and Sale mentioned; Do for themselves, their Heirs, Executors, Administrators, and Assigns, and every of them severally and not otherwise, nor in no other sort Covenant and grant to and with the said *R.B.* his Heirs, Executors, Administrators, and Assigns, and to and with every of them by these presents, in manner and form following, (*that is to say*) First, That they the said *W.G. J.W.* and *J.C.* and their Heirs, and the Survivor of them and his Heirs, by and with the full consent and agreement, and at and by the special request and appointment of him the said *J.C.* shall and will on this side and before the Feast of *A.* next ensuing after the day of the date hereof, upon the reasonable request or requests of him the said *R.B.* his Heirs, Executors, Administrators, or Assigns, to be made to them the said *W.G.* and *J.W.* or the one of them, their or the one of their Heirs or Assigns, at the only Costs and Charges of the said *R.B.* his Heirs or Assigns, by Fine or Fines, with Proclamations in due form of Law to be levied, Recovery or Recoveries to be had and pursued according to the Order and course of Common Recoveries, Release or Releases of Errors, or otherwise, Feoffment or Feoffments, as by the said *R.B.* his Heirs, Executors, Administrators, or Assigns, or his their or any of their Councel learned shall be reasonably devised or advised, so that they the said *W.G. J.W.* and *J.C.* nor any of them, their nor any of their Heirs nor Assigns, be not enforced to travel, except it be to the City of *L.* or to *Westm.* Hall within the County of *M.* for the making, doing or acknowledging of any such said Conveyance or Conveyances, Assurance or Assurances aforesaid, Assure and Convey unto them the said *J.E.* and *G.L.* and to the heirs of the said *J.* or to the Survivor and Survivors of them and the heirs of the Survivor of them, All those Messuages, Lands, Tenements, and Hereditaments, with the Appurtenances heretofore purchased or had by the said *W.G.* and *J.W.* of the said *R.W.* and *T.W.* called *G.* scituate, lying and being in *B.* in the Parish of *L.* in the said County of *L.* commonly called or known by the name of *B.* and now or late in the Tenure or Occupation of *T.W.* Son and Heir apparant of the said *R.W. R.T. R.C. R.H. R.F.* Sir *G.G.* late deceased, *J.A.* and *G.H.* their Assignee or Assigns, or the Assignee or Assigns of any of them, being of the ancient yearly Rent of 8 *l.* or thereabouts, and likewise also all and singular Moors, Mosses, Commons, Waste-grounds, and other Profits and Commodities whatsoever to the said Messuages, Lands, Tenements, and other the said last recited Premisses, and every or any of them belonging or appertaining, and with the same usually and of right occupied, demised, or letten, or accepted, reputed, taken or known as part, member, or parcel thereof.

And for the better declaration of the Use, Uses, and purpose of such said Fine and Fines, Recovery and Recoveries, and Feoffment or Feoffments so to be had, made, acknowledged or suffered of the said Premisses as aforesaid, It is Covenanted, Granted, and Agreed by and between all the said parties to these presents: And the said *W.G. J.W.* and *J.C.* for themselves and every of them, their and every of their Heirs, Executors, Administrators, and Assigns, do condescend and Agree to and with the said *R.B.* his Heirs, Executors, Administrators, and Assigns, and to and with every of them by these presents, and

Declaration of Uses, &c.

and the true intent and meaning of the ſaid parties to theſe preſents is, That the ſaid Fine and Fines, Recovery and Recoveries, Feoffment and Feoffments to be levied, acknowledged, or made of the ſaid Premiſſes, or of any part or parcell thereof, according to the effect, purport, and meaning of the Covenant and Agreement aforeſaid: And alſo the Eſtate, Right, Title, Intereſt, and Poſſeſſion of them the ſaid *J. E.* and *G. L.* and their Heirs, and of the Survivor and Survivors of them, and his and their, and every of their Heirs, of, in, and to the ſaid laſt recited Premiſſes ſo before covenanted to be aſſured by Fine, Recovery, or other Aſſurance as aforeſaid, and every part and parcel thereof ſhall be. *And alſo* that they the ſaid *J. E.* and *G. L.* and their Heirs, ſhall ſtand, continue, and be ſeized of all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services, Appurtenances, and all other the ſaid Premiſſes, with all and ſingular their Appurt. and every part and parcel thereof, before, in, and by theſe preſents, covenanted to be conveyed or aſſured by Fine, Recovery or Feoffment, unto them the ſaid *J. E.* and *G. L.* in manner and form aforeſaid, to the ſeveral uſes, intents, purpoſes, Agreements, limitations, proviſoes and Conditions hereafter in theſe preſents expreſſed, mentioned and declared, and to no other uſe, intent or purpoſe. *That is to ſay*, of and in all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, and all other the ſaid Premiſes, with the Appurtenances before, in and by theſe preſents, covenanted or mentioned to be granted, conveyed or aſſured by Fine, Feoffment or Recovery as aforeſaid, to and for the onely uſe and behoof of him the ſaid *I. C.* and of his Heirs and Aſſigns, for and during all ſuch only time and terme, and ſo long as he the ſaid *R. B.* his Heirs and Aſſigns, ſhall or may lawfully, quietly and peaceably have, hold, occupy and enjoy all the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions and Hereditaments, in and by the ſaid recited Indenture, unto the ſaid *R. B.* bargained and ſold, or mentioned to be bargained and ſold as aforeſaid, without any lawful eviction, expulſion, ejection, or recovery of the ſaid *R. W.* and of the ſaid *T. W.* their, or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming in by, from or under them, or any of them, or by reaſon or means of any Act or deed ſuffered, knowledged, done by them or any of them, or by their, or any of their meanes or procurement, or by *R. W.* late deceaſed, or by his meanes or procurement. *And* from, and after ſuch eviction, expulſion, ejection, recovery or Execution had of or againſt the ſaid *R. B.* his Heirs or Aſſigns, or any of them, out of, or from the ſaid bargained or mentioned to be bargained Meſſuages, Lands, Tenements, Rents, Reverſions and Hereditaments, or any of them, without fraud or Covin. That then, and from thenceforth the ſaid Fine and Fines, Recovery or Recoveries, Feoffment or Feoffments whatſoever, ſo before covenanted to be had, acknowledged, levied or made of the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, called or known by the name of *G.* aforeſaid, and of other the ſaid Premiſes before, in and by theſe Preſents covenanted to be conveyed or aſſured, by Fine, Recovery, Feoffment or Feoffments, as aforeſaid, in form aforeſaid, and the execution thereof ſhall be. *And alſo* that they the ſaid *J. E.* and *G. L.* and their Heirs, and the Survivor and Survivors of them, his, and their Heirs ſhall ſtand and be ſeized of, and in all, and ſingular

To the uſe of the Conuſor and his Heirs, untill other Lands by him formerly ſold, be victed or revered from the Bargainee.

And after the other Lands ſold by the Conuſor be evicted from the Bargainee, then to the uſe of the Bargainee and his Heirs for ever.

together the ſaid Meſſuages, Lands, Tenements, Rents, Reverſions, Services and Hereditaments, called or known by the name of *G.* aforeſaid, and of all other the ſaid Premiſſes in and by theſe preſents covenanted to be conveyed or aſſured as aforeſaid, and alſo all and every part and parcel thereof, to the only ſole and proper uſe and behoof of him the ſaid *R. B.* his Heirs and Aſſigns for ever, and to no other uſe, intent, purpoſe, or meaning in any wiſe. *And* [illegible] for the further Security of the ſaid *R. B.* and for the better aſſurance as well of the ſaid Meſſuages, Lands, Tenements and Hereditaments, called *S,* and other the ſaid recited Premiſſes ſo bargained and ſold as aforeſaid, as alſo of the ſaid Meſſuages, Lands, Tenements and Hereditaments, called *G.* aforeſaid, ſo before, in and by theſe preſents covenanted to be conveyed and aſſured unto the ſaid *R. B:* It is further covenanted, granted, and fully agreed by and between all the ſaid Parties to theſe preſents, and the ſaid *W. G.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, doth ſeverally covenant and grant, to, and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and to, and with every of them by theſe preſents, in manner and form following, (*That is to ſay*), *Firſt,* That they, the ſaid *W. G.* and *J. W.* or the one of them, notwithſtanding any Act done, or to be done by him the ſaid *W. G.* the day of the the enſealing, and delivery of theſe preſents, (all former Eſtates and Aſſurances heretofore made, ſealed, or delivered by them the ſaid *W. G.* and *J. W.* unto the ſaid *J. C.* or unto any other perſon or perſons, to his uſe, or by his conſent or direction, ever excepted and foreprized) are, and at the ſealing and delivery of the ſaid recited Indentures of Bargain and Sale, were (except before excepted) the very true and lawful Owner or Owners of all, and ſingular the ſaid Meſſuages, Lands, Tenements and Premiſſes, with the Appurtenances called *S,* ſo formerly bargained and ſold, or mentioned or intended to be bargained & ſold, in and by the ſaid recited Indenture of Bargain and Sale as aforeſaid; and alſo of all and ſingular other the ſaid Meſſuages, Lands, Tenements and Premiſſes, with the Appurtenances, ſet, lying and being in *B.* aforeſaid, before, in, and by theſe preſents covenanted to be aſſured or conveyed in Uſe, by Fine, or otherwiſe, as aforeſaid, and of every part and parcel thereof.

A Covenant, That *W. G.* and *J. W.* or the one is lawful Owner of the Lands, to be conveyed by Fine, &c. & of Lands formerly ſold by Bargain and Sale, &c.

And further alſo, that he the ſaid *W. G.* his Heirs and Aſſigns, and every of them, ſhall at all times from henceforth, and from time to time, acquit and diſcharge, or otherwiſe ſave and keep harmleſs as well the ſaid *R. B.* as alſo all the ſaid Meſſuages, Lands, Tenements and Hereditaments, called by the name of *S.* and alſo all the ſaid Meſſuages, Lands, Tenements and Hereditaments, called by the name of *G.* and all other the ſaid Premiſſes before mentioned, to be Bargained and Sold, or covenanted to be conveyed in uſe as aforeſaid, with the Appurtenances, and every part and parcel thereof, of, and from all former Bargains, Sales, Joyntures, Dowers, Tiles of Dower, Statutes, Judgments, Recognizances, Executions, Rent-Charges, Arrearages of Rents, Forfeitures, and all other Charges and Incumbrances whatſoever, had, made, or done at any time before the ſealing and delivery of theſe preſents, by him the ſaid *W. G.* or by any other perſon or perſons lawfully claiming from, by, or under him in any wiſe. The Rents and Services heretofore due, or hereafter to be due to the chief lord or lords of the Fee or Fees thereof, (and all Leaſes for

Covenant to diſcharge the Bargainee and Lands of Incumbrances.

Exceptions of chief Rent and Leaſes.

for term of 21 years, or 3 lives, or under, heretofore made of the Premiſſes, or any part thereof, before the Day of the enſealing and delivery hereof, whereupon the old accuſtomed yearly Rents and Services are reſerved and yearly payable, during the continuance of ſuch Leaſe or Leaſes.

And alſo, the ſaid recited Indenture of Bargain and Sale, ſo made of the ſaid Premiſſes, by the ſaid *W. G. J. W.* and *J. C.* unto the ſaid *R. B.* as aforeſaid, and all the Eſtates and Aſſurances heretofore by him the ſaid *W. G.* made, ſealed or delivered unto the ſaid *J. C.* or to any other perſon or perſons to his uſe, or by his conſent or direction, or any thing done by the ſaid *C.* or his Aſſigns, by force or vertue of the ſaid Deed onely excepted and fore-prized.

Covenant for further Aſſurance.

And furthermore alſo, That he the ſaid *W. G.* his Heirs and Aſſigns, and every of them, ſhall and will from time to time, and at all times hereafter, during the ſpace and term of 3 years, now next enſuing the Day of the date hereof, do, make, acknowledge, ſuffer and execute, or cauſe to be made, done, acknowledged, ſuffered, and executed, all and every ſuch further and other Act and Acts, Thing and Things, Aſſurance and Conveyances whatſoever, as by the ſaid *R. B.* his Heirs or Aſſigns, or his or their Councel learned, ſhall be from time to time reaſonably deviſed or adviſed, for the further and better aſſurance, ſurety, and ſure making of all and ſingular the Premiſſes, *that is to ſay*, of all the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances called *S.* unto the ſaid *R. B.* his Heirs and Aſſigns for ever, according to the effect and true meaning of the ſaid recited Indenture of Bargain and Sale: And alſo of all the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with the Appurtenances in *B.* aforeſaid, to the ſaid *J. E.* and *G. L.* and their Heirs, or to the Survivor or Survivors of them, and his or their Heirs, to and for the uſes, before in and by theſe preſents thereof limited, expreſſed, and declared, be it by Fine, Feoffment, Common Recovery, Inrollment of the ſaid recited Indenture of Bargain and Sale afore-mentioned, Releaſe with Warranty, againſt him the ſaid *W. G.* and his heirs onely (except before excepted) or otherwiſe, without Warranty, or by all the ſaid means or ways, or any of them, at the onely coſts and charges of the ſaid *R. B.* his heirs or Aſſigns; ſo that the ſaid *W. G.* be not compelled to travel from the place of his then abode, except it be to the City of *L.* or to *Weſtminſter*-Hall, for the doing thereof.

(*n*) A like Covenant, That *J. W.* and *W. G.* are lawful Owners of the Land, *ut ſupra*.

And in like manner, the ſaid *J. W.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth ſeverally covenant and grant, to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, in manner and form following, *(that is to ſay)* *Firſt*, That they the ſaid *J. W.* and *W. G.* or the one of them, notwithſtanding any Act done or to be done by him the ſaid *J. W.* the Day of &c. [the like Covenant, that they are true Owners of the Lands &c. *ut ſupra* (a) *mutatis mutandis*, &c.

(*b*) A like Covenant to diſcharge the Lands of Incumbrances &c. *ut ſupra*.

And further alſo, That the ſaid *I. W.* his Heirs and Aſſigns &c. ſhall acquit and diſcharge &c. the ſaid *R. B.* &c. *ut ſupra* (b) *mutatis mutandis*, &c.]

And

And further alſo, That the ſaid *I. W.* his Heirs and Aſſigns, and every of them, ſhall and will from time to time &c. do, make, acknowledge, ſuffer &c. *ut ſupra, mutandis* &c. Further Aſſurance, *ut ſupra.*

And further alſo, The ſaid *I. C.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant and grant, to and with the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, &c. That he the ſaid *I. C.* &c. ſhall acquit &c. the ſaid *R. B.* and all the ſaid Meſſuages &c. *ut ſupra*, of all Incumbrances &c. *ut ſupra*, *mutatis mutandis*, the Rents and Services to the chief Lords, and the Indenture of Bargain and Sale made of the Premiſſes by *W. G. I. W.* and *I. C.* to the ſaid *R. B.* as aforeſaid, onely excepted and forepriſed. To diſcharge the Lands of Incumbrances, &c. *ut ſupra.*

And further alſo, That he the ſaid *I. C.* his Heirs and Aſſigns, and every of them &c. ſhall and will from time to time &c. during the ſpace and term of one year now next enſuing the Day of the date hereof, do, make, acknowledge, &c. *ut ſupra, mutatis mutandis.* Further Aſſurance.

And the ſaid *I. C.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth further covenant and grant to and with the ſaid *R. B.* his Heirs, Executors, and Aſſigns, and every of them by theſe preſents, That he the ſaid *I. C.* his Heirs or Aſſigns, ſhall from time to time hereafter, within 2 moneths next after lawful Demand, to him, them, or any of them, to be made by the ſaid *I. B.* his Heirs, Executors, or Aſſigns, deliver or cauſe to be delivered unto the ſaid *R. B.* his Heirs, Executors, or Aſſigns, or ſome of them in *G.* in the County of *M.* all ſuch Deeds, Evidences, Eſcripts, Writings, and Miniments, concerning all or any the ſaid Premiſſes before-mentioned, or any part or parcel thereof, which now are, or at the time of ſuch requeſt ſo to be made, ſhall be in the cuſtody or poſſeſſion of him the ſaid *I. C.* or in the cuſtody or poſſeſſion of any other perſon or perſons to his uſe; or which he the ſaid *I. C.* may lawfully come by, obtain, or get, without Suit in Law. To deliver the Evidences by a day certain.

And whereas they the ſaid *R. W.* and *T. W.* Son and Heir apparent of the ſaid *R.* late Owners and Inheritors of all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments afore-mentioned, to have been bargained and ſold, and otherwiſe conveyed in uſe as aforeſaid, and from whom they the ſaid *W. G.* and *J. W.* have and do claim the ſame Premiſſes, as by the Conveyance thereof unto them made more fully may appear, before the time of the making of ſuch ſaid Conveyance unto them, the ſaid *W. G.* and *J. W.* as aforeſaid, by their Recognizance or Writing Obligatory, in the nature of a Statute-Staple, bearing date the &c. made according to the Statute lately provided for the recovery of Debts, taken, ſealed, and acknowledged, before Sir *C. W.* late Lord Chief Juſtice of *England*, did become firmly holden and bounden, and yet do ſtand firmly holden and bounden unto one *W. S.* of *C.* in the County of *C.* Gent. in the Sum of 600 *l.* of lawful money of *England*, payable unto him the ſaid *W. S.* his Executors, Adminiſtrators, or Aſſigns, at a certain Day or Feaſt in the ſaid Recognizance or Writing Obligatory mentioned, and long ſince expired, as by the ſaid Recognizance or Writing Obligatory thereof made, more plainly and at large it doth and may appear: Which Statute, Recognizance, or Writing Obligatory, is now remaining in the hands and cuſtody of the ſaid *J. C.*

and

and who pretendeth to have the full and principal Disposition and ordering thereof.

If the Lands sold be extended, and delivered upon the *Liberate*, the Bargainor shal cause them to be assigned to such as the Bargainee shal appoint, during the Extent.

Now the said *J. C.* for the better Indempnity and saving harmless of the said *R. B.* his Heirs and Assigns, as also all the said Messuages, Lands, Tenements, Hereditaments, and Premisses, and every part and parcel thereof, and for and upon the Considerations aforesaid, for himself, his Heirs, Executors, Administrators, and Assigns, and every of them, doth covenant, grant, conclude, condescend, and fully agree, to and with the said *R. B.* his Heirs, Executors, Administrators, and Assigns, and to and with every of them by these presents, That if the said Messuage, Lands, Tenements, Rents, Reversions, Services, and Hereditaments before mentioned, to have been bargained and sold, or otherwise before covenanted, to be conveyed in use as aforesaid, or any of them, or any part or parcel thereof, at any time or times hereafter, shall be extended by force or vertue of the said Recognizance, Writing Obligatory, or Statute-Scaple afore-mentioned, for or towards the levying or satisfying of the said Sum of 600 *l.* or any part or parcel of the same; That then from and after such Extent had, and upon the *Liberate* sued forth and executed, that he the said *J. C.* shall upon the reasonable request, and at the costs and charges of the said *R. B.* his Executors or Assigns, cause and procure all and singular the said Messuages, Lands, Tenements, and Hereditaments, and other the said Premisses, with the Appurtenances, called by the name of *S.* which shall be so extended, and the *Liberate* thereupon had, to be assigned and assured to such person or persons, as shall be named or appointed by the said *R. B.* his Executors, Administrators, or Assigns, for and during all such time and term as the said Lands shall be so extended, or delivered in Extent as aforesaid: And shall further likewise cause and procure all and singular the said other Messuages, Lands, Tenements, and Hereditaments, and other the said Premisses, with the Appurtenances in *B.* aforesaid, to be likewise assigned and assured unto the said *J. E.* and *G. L.* or to the Survivor or Survivors of them, their, or some of their Executors, Administrators, or Assigns, for and during all such time and term, and for all such term as the same Lands shall be so extended, or delivered in Extent as aforesaid, as Assignees in trust and confidence, to such use, intent, and purpose, that the said *J. C.* his Executors, Administrators, and Assigns, shall and may receive, perceive, and take all the Issues, Profits, and Commodities of the same, for and during, and so long as the same Extent shall endure; and so long as he the said *R. B.* his Heirs, Executors, Administrators, or Assigns, shall and may lawfully, quietly, and peaceably, without Fraud or Covin, have, hold, occupy, and enjoy, the said recited Messuages, Lands, Tenements, Hereditaments, and Premisses, called by the name of *S.* so formerly bargained and sold, or mentioned to be bargained and sold as aforesaid, without any unlawful, covinous or fraudulent Eviction, Expulsion, or Ejection thereof, or of any part thereof as aforesaid; And by and immediately after such time, as he the said *R. B.* his Heirs, Executors, Administrators, or Assigns, or any of them, shall be so lawfully, and without Fraud and Covin, evicted, expulsed, or put out of the said Premisses called *S.* or any part or parcel thereof;

That

That then and from thenceforth, they the said *J. E.* and *G. L.* and their Executors and Administrators, and the Survivor of them, and the Executors of the Survivor of them, shall be and continue Assignees in Trust, of and in all and singular the said Messuages, Lands, and Premisses, called *G.* or *B.* so extended, to be extended to such use and purpose, That he the said *R. B.* his Heirs, Executors, Administrators, and Assigns, shall and may in like manner, lawfully, quietly, and peaceably, have, hold, occupy, and enjoy all the said Messuages, Lands, Tenements, Hereditaments, and Premisses, called by the name of *G.* in *B.* for and during all such time and term, and for all such term as the said Lands shall be so extended, or delivered in Extent, as aforesaid.

Assignments of Covenants by the Bargainor unto the Bargainee.

And lastly, whereas in part of Assurance of all and singular the said Premisses unto them the said *W. G.* and *J. W.* and their heirs, from them the said *R. W.* and *T. W.* certain Indentures of Bargain and Sale, bearing date the 4th Day of *M.* in the 32 year of his Majesties said Reign, were made by and between them the said *R. W.* and *T. W.* of the one part, and the said *W. G.* and *J. W.* of the other part; In and by which Indentures, there be divers Warranties, Covenants, Grants, Articles, Clauses, Matters, and Agreements contained; which upon the part and behalf of them the said *R. W.* and *T. W.* and either of them jointly and severally, are and ought to be performed and kept.

Now the said *W. G.* and *J. W.* for the further security of the said *R. B.* and also for and upon the Causes and Considerations aforesaid, have granted, assigned, and set over, and by these presents, for themselves, and either of them, their and either of their Heirs, Executors, Administrators, and Assigns, do grant, assign, and set over unto the said *R. B.* his Heirs, Executors, Administrators, and Assigns, as well the said last recited Indentures of Bargain and Sale made of all the said Premisses, by the said *R. W.* and *T. W.* unto the said *W. G.* and *J. W.* as aforesaid: As also all the said Covenants in the said last recited Indenture of Bargain and Sale mentioned and contained: And also all the profit, benefit, and effect of the same, and every of them, which now is due, or hereafter shall or may come, arise, or grow by force, or upon all or any the said Covenants, or by the non-performance of the same.

A Letter of Attorney to sue the Covenantors.

And for the better strengthning of the said Grant so made, of the said Indentures, Covenants, Grants, Articles, Agreements, and Premisses, so contained in the said Indentures, they the said *W. G.* and *J. W.* for themselves, their Heirs, Executors, Administrators, and Assigns, and every of them, have Constituted, Ordained, Deputed, and in their place put, and by these presents do Constitute, Ordain, Depute, and in their place put him the said *R. B.* their true, lawful, and irrevocable Attorney.

And further also, do covenant, grant, promise, and fully agree, severally for themselves, their several Heirs, Executors and Assigns, and not otherwise, to and with the said *R. B.* his Heirs, Executors, Administrators, and Assigns, and to and with every of them by these presents, That it shall and may be lawful to and for the said *R. B.* his Heirs, Executors, Administrators, Deputy or Deputies, Attorney or Attorneys, Assignee or Assignees, and every of them, at all or any time or times hereafter, and from time to time, at his and their free-

will and pleasure for and in the name of them the said *W.G.* and *J.W.* and the Survivor of them his Executors, Administrators, and Assigns, and to the only use and behoof of him the said *R.B.* his Heirs and Assigns, and at the only proper Costs and Charges of him the said *R.B.* his Heirs, Executors, Administrators and Assigns, lawfully to Arrest, Sue, or Implead the said *R.W.* and *T.W.* or either of them, their or either of their Heirs, Executors, or Administrators, and all and every person and persons needful and as the Law shall permit, and to commence, prosecute and follow any lawful Process, Suit, Action, Plaint or Plea in any Court or Courts whatsoever, and before any Judge or Judges whatsoever against them and every or any of them, for and upon the said Indenture of Bargain and Sale so by the said *R.* and *T.W.* unto the said *W.G.* and *J.W.* made as aforesaid, and for or upon all or any the Covenants, Grants, Articles, Warranties or Agreements therein contained; or for or upon any breach or for the not performance of any Covenant or Agreement in the said Indenture contained. *And further* likewise thereupon to declare and plead any Plea or Pleas, and to proceed unto, and joyn any Issue or Issues, and thereupon to pray Judgment and Judgments, and to sue forth and take all lawful Execution and Executions, Extent and Extents whatsoever, for and in the name of them the said the said *W.G.* and *J.W.* and of the Survivor of them, his and their Heirs, Executors, Administrators or Assigns, in as large, ample and beneficial manner and form as the Law will permit or suffer.

To avow the Suits, Process, &c.

And further also, The said *W.G.* for himself, his Heirs, Executors, Administrators, and Assigns, and every of them, doth Covenant, Grant, Consent and fully Agree to and with the said *R.B.* his Heirs, Executors, Administrators and Assigns, and to and with every of them by these presents, That he the said *W.G.* his Heirs, Executors, Administrators, and Assigns, and every of them, shall and will from time to time, and at all and every time and times hereafter at the request and only Costs and Charges of the said *R.B.* his Heirs, Executors, Administrators, and Assigns, Avow, justifie, and maintain all and singular such said lawful Arrests, Suits, Process, Actions, Plaints, Pleas, Issues, Judgments, Executions, and Extents so to be had, made, commenced, prosecuted, followed, prayed, or taken as aforesaid.

Not to Nonsuit or Release, &c.

And also, That the said *W.G.* his Heirs, Executors, Administrators, and Assigns, nor any of them, shall not wittingly or willingly be Nonsuit in any such Action or Actions, Suit or Suits, Plea, Plaint or Process, nor otherwise delay, Release, determine, discontinue, or otherwise make frustrate or void any such Suit, Process, Action, Plaint, Plea, Issue, Judgment, Execution or Extent whatsoever, or any the Process or Proceedings before by these Presents intended or specified, to be thereupon taken or pursued, nor otherwise shall not, nor will not, by any wayes or means whatsoever disagree unto, revoke, or countermand the same in any wise.

That the Assignee and his Heirs shall take all the benefit of the Covenants, &c. by Suit, &c.

And further also, That he the said *R.B.* his Heirs, Executors, Administrators, and Assigns, and every of them, shall and may from time to time, and at all time and times hereafter levy, take, receive, have, hold, possess and enjoy to his and their sole, only, and proper use and behoof, all and singular such Sum and Sums of Money, Lands, Tenements, Hereditaments, Goods, Chattels, Advan-

Profits and Commodities whatſoever, which at any time or times hereafter ſhall be lawfully had, levied, extended, adjudged, or recovered by any lawful way or means whatſoever, by or upon the ſaid Indenture of Bargain and Sale ſo made by the ſaid *R.W.* and *T.W.* unto the ſaid *W.G.* and *J.W.* as aforeſaid, or by or upon any Covenant, Grant, Article, Warranty, Clauſe, Sentence, Matter, Agreement or thing therein contained, or for or upon the breach or not performance of the ſame or any of them, or of any part or parcel thereof, or by or upon any other matter or thing in theſe Preſents contained; And which they the ſaid *W.G.* and *J.W.* their Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall, ſhould, ought, might or may receive or take in Law and Equity.

To make further Aſſurance, &c.

And further alſo, That the ſaid *W. G.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall at all times hereafter upon reaſonable requeſt to him or them to be made by the ſaid *R.B.* his Heirs, Executors, or Aſſigns, make, do, and ſuffer to be done, unto the ſaid *R. B.* his Heirs or Aſſigns, all ſuch further Grants, Deeds, and Warrants of Attorney irrevocable, and other Aſſurances in the Law, as by the ſaid *R.B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of their Councel learned ſhall be reaſonably deviſed for the further and better aſſuring, aſſigning, paſſing and granting of the ſaid Indenture, and the Covenants, Grants, and Warranties therein contained, and of all ſuch Sums of Money, Lands, Tenements, Goods and Chattels of any perſon or perſons whatſoever, and all other Profits and Commodities which ſhall be extended, recovered, taken or had in Execution, or otherwiſe come, grow, or be, by or upon any ſuch Suit, Judgment or Execution to be had or given, by or upon the ſaid Covenants or Warranties aforementioned; So that the ſaid *W.G.* his Heirs, Executors, and Aſſigns, or any of them, ſhall not be inforced for the doing thereof, to Travell from the place of his then abode.

That the Aſſignee may Releaſe &c. any breach of Covenant, Suit, &c.

And further alſo, That he the ſaid *R. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and may have full power and lawfull authority by vertue of theſe preſents, in the Name or Names of the ſaid *W. G.* his Heirs, Executors, or Aſſigns, or any of them, at their Wills and pleaſures to Releaſe, Diſcharge, Compound or Agree with any perſon or perſons to whom it ſhall appertain, or be thought expedient or needful, of, for or concerning any ſuch breach of Covenant or Warranty, or for or concerning any ſuch Suit, Plea, Plaint, Judgment, Execution or Extent, thereupon to be ſued, had or taken; or for or concerning any Sum or Sums of Money, debt, duty, benefit, Execution, Forfeit, Advantage, Profits and Commodity whatſoever of the ſaid Warranty, Covenant, or the breach thereof, and of every or any of them; and of, for or concerning any other the Premiſſes before by theſe preſents laſtly Covenanted, Provided, Agreed, Aſſigned, Set over, or authorized to be levied, taken, or raiſed thereupon in any wiſe.

That the Indenture and Covenants, &c. Aſſigned, are not Releaſed or diſcharged by the Aſſignor &c.

And further alſo, He the ſaid *W.G.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant, grant, conclude, conſent, and fully agree to and with the ſaid *R.B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and to and with every of them by theſe preſents, That the ſaid Indenture of Bargain and Sale ſo made by the ſaid *R.W.* and *T.W.* unto

the ſaid *W.G.* and *J.W.* as aforeſaid, nor otherwiſe all nor any the Warranties, Covenants, Grants, Articles and Agreements therein contained or mentioned at the time of the enſealing and delivery hereof, are not nor is not by him the ſaid *W. G.* nor by any other, by his conſent or to his knowledg, Releaſed, diſcharged, or made void.

That the Aſſignor ſhall not Releaſe, &c. the Covenants, &c.

And further alſo, That he the ſaid *W. G.* his Heirs, Executors, Adminiſtrators, or Aſſigns, nor any of them, ſhall not at any time or times hereafter Releaſe, diſcharge or make void the ſaid Indentures of Bargain and Sale ſo made by the ſaid *R.W.* and *T.W.* unto them the ſaid *W.G.* and *J. W.* as aforeſaid, nor otherwiſe, any the Covenants, Grants, Articles or Agreements therein contained, which upon the part or behalf of them the ſaid *R.W.* and *T.W.* or either of them, were or are to be performed, nor any the Vigor or Effect of the ſame, or any benefits, profits, or commodities which ſhall or may come, ariſe or grow by force or upon the ſame, except he ſhall be thereunto required by the ſaid *R.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or otherwiſe compelled by the Order of ſome Court of Equity. *Neither* that any perſon or perſons by the Aſſent, Aſſignment or Conſent of him the ſaid *W.G.* his Executors, Adminiſtrators or Aſſigns, other then the ſaid *R.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or his or their Aſſignee or Aſſignees, Deputy or Deputies authorized, ſhall commence or proſecute any Action or Actions, Suit or Suits, Plea or Plaint, or attempt, take, or uſe any courſe or remedy for by or upon the ſaid Indenture of Bargain and Sale, or any the Covenants, Grants, Articles or Agreements therein contained againſt them the ſaid *R.W.* and *T.W.* or either of them, their or either of their Heirs or Aſſigns, or their or either of their Goods, Chattels, Lands, Tenements, or Hereditaments, or any other perſon or perſons claiming or holding in by or under the Right and Title of them or either of them; nor otherwiſe ſhall have, enjoy, take, challenge or demand to his or their own uſe & benefit, debt or profit of for touching or concerning the ſaid Warranties, Covenants, Grants, Articles or Agreements, or any of them, nor any benefit, profit or commodity which ſhall or may come, ariſe or grow by force or upon the ſame, without the ſpecial Licenſe, Agreement, Conſent, or Appointment of the ſaid *R.B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or ſome of them.

That none ſhall ſue the Covenants, &c. but only the Aſſignee his Heirs, Executors, &c.

And in like manner the ſaid *J.W.* for himſelf, &c, doth covenant, grant, conclude, condeſcend, and fully agree to and with the ſaid *R.B.* his Heirs, &c. (*viz.*) the like Covenants from to upon the part of *J.W.* mutatis mutandis.

Covenant, That the Grantee ſhall acquit the Grantors of all Charges, &c. hereafter to be Commenced, &c.

Provided always, And the ſaid *R.B.* for himſelf, his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant, grant, conclude, condeſcend, and fully agree to and with them the ſaid *W. G.* and *J.W.* their Heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents, That he the ſaid *R.B.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, ſhall and will from time to time, and at all and every time and times hereafter exonerate, indempnifie, ſave and keep harmleſs as well them the ſaid *W. G.* and *J. W.* as alſo all their and every of their Lands, Tenements, Goods and Chattels, of and from all and all manner of Suits,

Suits, Charges, Costs, Fines, Amerciaments, Judgments, Executions, Damages and Losses whatsoever, which they the said *W. G.* and *J. W.* or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, shall be put unto, or which shall be imposed, taxed, charged or had against them or any of them, by, upon, by reason, or in respect of any such Arrest, Suit, Plea, Process, Proceeding, Judgment, Extent, or Execution so to be had, attempted, commenced, prosecuted or followed by him the said *R. B.* his Heirs, Executors, Administrators, or Assigns, or any of them, or by their or any of their Deputy or Deputies, Attorney or Attorneys, lawfully authorized for or in the name or names of them the said *W. G.* and *I. W.* their Heirs, Executors, Administrators or Assigns, or any of them in any wise. *In Witness* whereof, &c.

Hesketh,
Davenport.

A Covenant for Conveyance of Lands.

AND the said *T. C.* and *J. C.* do Covenant and Grant, and either of them for himself, his Heirs, Executors, and Administrators, doth Covenant, promise and grant, to and with the said *G. H.* his Executors, and Administrators by these presents, That the said *T. C.* and *J. C.* and their Heirs, shall and will, at the reasonable request of the said *G. H.* his Executors or Assigns, on this side or before the Feast-day of St. *J.* next coming after the date hereof, sufficiently Convey and Assure by Indenture of Lease, Surrender, Copy of Court-Roll, or otherwise, as shall be reasonably and lawfully devised, advised, or required by the said *G. H.* his Executors, Administrators, or Assigns, or by his or their Learned Councel in the Law, or any of them, All those their, or either of their Messuages, Cottages, Lands, Tenements, Feeding Pastures and Hereditaments whatsoever, with their Appurtenances, scituate, lying and being in *S.* in the County of *L.* or elsewhere within the Parish of *P.* in the said County, with all Herriots, Suits, Services, Profits, Commodities, Rents, Duties, and Emoluments whatsoever thereunto belonging or appertaining, *To have and to* hold the said Messuages, Lands, Tenements, Hereditaments, and all other the Premisses with their Appurtenances unto the said *G. H.* his Executors and Assigns, from the said Feast day of St. *J.* next ensuing the date hereof, unto the full End and Term of 21 years from thence next ensuing and fully to be compleat and ended, without any Rent or Consideration therefore to be yielded or paid during the said Term; (the Rents, Services, and Customs to be due to the Kings Majestie, his Heirs and Successors for the Premisses, only excepted.)

A Covenant to levy a Fine.

THis *Indenture* made, &c. between *T. A.* of *H.* in the Pariſh of *L.* in the County of *M.* Eſq; of the one part; and *J. H.* of *C.* Eſq; of the other part, *Witneſſeth*, That it is covenanted, granted, condeſcended and agreed unto by and between the ſaid parties to theſe preſents; *And* the ſaid *T. A.* for him and his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant, grant, and agree to and with the ſaid *I. H.* his Executors, Adminiſtrators and Aſſigns, and to and with every of them by theſe Preſents, That he the ſaid *T. A.* ſhall and will before the laſt day of *N.* now next enſuing the date hereof, before his Majeſties Juſtices of the Court of Common-Pleas at *Weſtminſter*, in due form of Law acknowledg and levy to the ſaid *I. H.* and his Heirs, one Fine *Sur Conuſance de droit come ceo qui il ad de ſon done*, with Proclamations according to the form of the Statute in that caſe provided, of all that Meſſuage, Tenement or Houſe called or known by the name of *B*, and 2. Orchards near adjoyning to the ſaid houſe lying and being in a Street called *M.* in the Pariſh of *N.* in the County of *K*: And of one Cloſe or parcel of Land containing by Eſtimation 2. Acres be the ſame more or leſs lying in *N.* aforeſaid: And alſo 2. Fields or parcells of Arrable Land lying and being in the Pariſh of *N.* and *U.* or one of them in the ſaid County of *K.* commonly called or known by the Name or Names of *C.* Fields, containing by Eſtimation 38 Acres be the ſame more or leſs. And alſo of one piece or parcel of Wood-ground, containing by Eſtimation 10 Acres of Wood, called *W.* in the Pariſh of *H.* in the ſaid County of *K*, by ſuch apt names, quantity, content, and number of Acres, and in ſuch ſort, manner and form, as by the ſaid *I. H.* or his Councel learned in the Law, ſhall be reaſonably deviſed, adviſed and required. *And* it is Covenanted, concluded, condeſcended, and fully agreed by and between the ſaid parties to theſe preſents, and their Heirs, That the ſaid Fine ſo as is aforeſaid or in any other ſort to be levied; and all and every other Fine and Fines had or levied, or to be had and levied by the ſaid *T. A.* of the Meſſuage, Lands, Tenements Hereditaments, and Premiſſes, or any of them, ſhall be and enure, and ſhall be deemed, adjudged, and taken to be and enure; And are hereby declared to be and enure to the proper uſe and behoof of the ſaid *I. H.* and his Aſſigns, for and during the term of his Natural life, without Impeachment of Waſte other then in Houſes, and from and after his deceaſe, then to the uſe and behoof of *S. H.* his Wife for her life; and after the deceaſe of them the ſaid *I. H.* and *S. H.* his Wife, to the only proper uſe and behoof of the right Heirs of him the ſaid *I. H.* for ever, and to no other uſe, intent or purpoſe whatſoever. *In witneſſe*, &c.

Covenants, That if any part of the Demiſe be lawfully evicted, that then Recompence to be made to him that oweth it.

AND, That if at any time or times hereafter any perſon or perſons, Body or Bodies Politique or Corporate, ſhall lawfully by Suit in Law, wherein lawful Defence ſhall be made, recover, and evict the ſaid Cloſe of Arrable or Paſture-ground lying near the ſaid Common ground or any part thereof, or any Rent-Charge, Rent-Seck, Fee, Annuity or Arrearages thereof, or other Charge going or to be going or iſſuable out of the ſame, or any part thereof from and againſt the ſaid *W. L.* his Heirs or Aſſigns for or by reaſon of any former Grant, Right, Title or Conveyance whatſoever had, made, moved or granted before the enſealing and delivery hereof, (The Rents and Services according to the Rate of that particular from henceforth to be due to the Chief Lord or Lords of the Fee thereof only excepted and foreprized;) or if the ſaid Cloſe being near the ſaid Ground or any part thereof, ſhall at any time hereafter be lawfully extended, put in Execution, charged or encumbred for or by reaſon of any former Bond, Statute-Merchant, Statute-Staple, Recognizance, or other Conveyance or Act heretofore had, made, ſuffered or knowledged; That then the ſaid *E. C.* his Heirs, Executors, or Adminiſtrators, or one or ſome of them, ſhall within 3. Moneths next after notice and reaſonable Requeſt thereof to be made or given to the ſaid *E. C.* his Heirs, Executors, or Adminiſtrators, at his or their or any of their dwelling houſe or houſes, recompence, ſatisfie and pay or cauſe to be, &c. at the ſame houſe and houſes to the ſame *W. L.* his Heirs or Aſſigns, or ſuch of them as ſhall ſo loſe the ſame or any part thereof, or ſuſtain any Loſſe, Damage, or Hindrance, by reaſon of any ſuch Recovery, Eviction, Rent, Charge, Incumbrance or Execution, as aforeſaid, all ſuch Sum and Sums of Money as ſhall and will amount to a full Recompence, Amends, and Satisfaction of the ſaid *W. L.* his Heirs or Aſſigns, as well for all the ſaid Cloſe or any ſuch part thereof that ſhall be ſo recovered and evicted, and for all the ſaid Rent-Charge, Rent-Seck, Fees, Annuities, Arrearages thereof, and other Charges iſſuable or going out of the ſame Cloſe or any part thereof as is aforeſaid, as alſo of and from all Loſſes, Damages, Ordinances, Coſts, Charges and Expences which ſhall be reaſonably ſuſtained, paid, disburſed, recovered out, or laid out by reaſon thereof in any manner or wiſe without Fraud, Deceipt, Covin or Colluſion. *In witneſs*, &c.

COVENANTS.

Covenants *for the ſtaying of a Suit upon an Obligation with Proviſo, That it ſhall not be hurtful to the Obligation.*

THis *Indenture* made, &c. Between *J. H.* Cit. and Gent. of *L.* on the one part, and *G.D.* of &c. on the other part; *Witneſſeth*, That *whereas T.O. J.B.* of &c. and the above named *G.D.* by one Obligation bearing date &c. ſtand joyntly and ſeverally bounden unto the ſaid *J. H.* in the Sum of 20 l. of &c. with a certain Condition thereupon endorſed, as by the ſame appeareth. *Now* therefore it is covenanted, granted, and agreed between the ſaid parties by theſe preſents, *That* the ſaid *J. H.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, grant and agree to and with the ſaid *G. D.* and *J. B.* their Executors and Adminiſtrators by theſe preſents, That he the ſaid *J. H.* his Executors, Adminiſtrators, nor Aſſigns, nor any other or others, by his or their Aſſent, Conſent, Means, Privity or Procurement, wittingly or willingly, ſhall or will do at any time hereafter arreſt, moleſt or trouble the ſaid *G. D.* and *J. B.* or either of them, their or either of their Heirs, Executors, or Adminiſtrators, or any of them, upon, for or by reaſon of the ſaid Obligation and Sum of 20 l. therein contained, or any part or parcel thereof, nor ſue or take forth any Proceſſes or Execution upon or by reaſon of the ſame Obligation againſt the ſaid *G. D.* and *J. B.* or either of them, their or either of their Heirs, Executors, Adminiſtrators or any of them; nor ſhall at any time hereafter by any colour or means whatſoever levy the ſaid debt or any part thereof, of or upon the Lands, Tenements, Goods or Chattels of the ſaid *G. D.* and *J. B.* or either of them, their Heirs, Executors, or Adminiſtrators, or any of them; But ſhall ſuſpend and ſtay for doing any ſuch kind of Act, Thing or Matter againſt them or either of them, their or either of their Heirs, Executors, or Adminiſtrators, or any of them, or againſt the Lands, Tenemens, Goods or Chattels of them or any of them, or any part thereof.

Provided always, That the aforeſaid Covenant or any thing herein contained, ſhall not be prejudicial to make fruſtrate the ſaid Obligation nor Specialty; But that the ſaid *J. H.* his Executors, Adminiſtrators or Aſſigns, ſhall and may be at his or their Liberty to ſue, levy, or recover the Benefit or Sum of Money therein contained againſt the ſaid *T. O.* his Heirs, Executors, or Adminiſtrator, at his and their Will and Pleaſures, as though theſe preſents had not been made, any thing, &c. *In witneſs*, &c.

An Indenture of Covenants between an Under-Sheriff and his Deputy.

THis *Indenture* made the 10th day of *M.* in the 24th year of the Raign of our Soveraign Lord *C.* 1. by the Grace of God of *England*, *Scotland*, *France* and *Ireland* King, Defender, &c. Between *J.C.* of St. *A.* in the County of &c. now Under-Sheriff, unto *T.V.* and *C.B.* Aldermen of *L.* and Sheriff of the said County of &c. of the one part; And *H. C.* of the Parish of &c. and *W. P.* in the County of &c. Gent. of the other part, *Witnesseth*; That whereas the said *I.C.* at the speciall instance and request of the said *H. C.* and *W. P.* hath admitted him the said *H.C.* to be one of the Clerks of him the said *I.C.* in the said Office of Under-Sheriff of the said County of &c. *Now* the said *H.C.* and *W.P.* for themselves and every of them severally, and for their and every of their several Heirs, Executors, and Administrators, do covenant, promise and grant to and with the said *J. C.* his Executors and Administrators by these presents, That the said *H.C.* from time to time, and at all times, (for and during all the time that the said *J.C.* shall continue in the said Office of Under-Sheriff to the said Sheriff) shall diligently in his own person serve and attend the said *J.C.* in the Business and Imployments of the said Office, and shall make lawful and sufficient Warrants upon all Writs, Precepts and Proces which shall come to his hands, and to and upon all such Writs, Precepts and Proces, shall make lawful and sufficient Return and Returns; And shall as a Clerk, honestly and truly bear and demean himself in the said Office, and well, lawfully, and sufficiently do and perform all other the businesses incident and appertaining to the said Office of Under-Sheriff of the said County of &c. And shall not willingly commit, do, or suffer to be done any thing which shall or may be prejudicial, or shall tend to the damage or disadvantage of the said *J.C.* or of the said Sheriff of &c. or of any of their Executors or Administrators, Nor shall make any Warrant directed to any special Bayliff upon any Writ or Proces, but by the special direction of the said *J. C.* in Writing under his hand. *And also*, That he the said *H.C.* shall from time to time and at all times hereafter upon demand make a true and just account and payment to the said *J.C.* his Executors and Administrators, of all Fees, Duties, and Sums of Money which he the said *H. C.* shall receive or ought to receive, or which shall come to his hands, which shall be due or accruing to the Sheriff of the said County of &c. or to the said *I. C*; and likewise of all Moneys and other things due to the Kings Majesty, his Heirs or Successors, which shall come to the hands of the said *H.C.* by any means whatsoever. *In witness* whereof, the parties above-said to these present Indentures Interchangeably have set their hands.

Articles

Articles indented for the Relinquiſhment of a part of an Executorſhip.

ARticles of Agreement indented, fully agreed and concluded upon the 16th day of *S.* 1952. *Et Anno Regni, &c.* between *A. B.* one of the Executors of the laſt Will and Teſtament of *C. D.* late of, &c. deceaſed of the one part, and *L. M.* of *C.* one other Executor of the ſame laſt Will and Teſtament on the other part, as followeth, *viz.*

Imprimis, It is agreed by and between the ſaid Parties to theſe preſents, That the ſaid *A. B.* his Executors or Adminiſtrators ſhall not any further intermedle in the Execution of the foreſaid Will. But permit and ſuffer the ſaid *L. M.* his Executors and Adminiſtrators to exerciſe the ſame.

Item, That the ſaid *A. B.* his Executors or Adminiſtrators, ſhall not receive, compound for, or diſcharge any of the Debts, ſum or ſums of Mony, Goods or Chattels belonging to the Teſtator, without the conſent of the ſaid *L. M.* his Executors or Adminiſtrators; but permit and ſuffer the ſaid *L. M.* his Executors or Adminiſtrators, and every of them, to ſue for, recover, demand and receive, have, take, recover and enjoy the ſame without any Lett, Trouble, Hindrance, or Interruption of, or by the ſaid *A. B.* his Executors or Adminiſtrators, or any of them.

Item, That the ſaid *A. B.* his Executors and Adminiſtrators, ſhall avow and juſtifie, ſo far as lawfully they may, all ſuch Action, and ſuch as ſhall be lawfully attempted and proſecuted for the recovery of the Premiſſes, or any part thereof. *And*, that he the ſaid *A. B.* his Executors or Adminiſtrators, nor any of them, ſhall not willingly or wittingly do any Act or Thing to barr or hinder the ſaid *L. M.* his Executors or Adminiſtrators in the having and recovering, or obtaining of the Premiſſes, or any part thereof.

Item, That he the ſaid *A. B.* his Executors, Adminiſtrators, or any of them, ſhall not Claim or Demand any other greater Portion, Legacy or Benefit of, and in the Goods, Money, Chattels, Rights or Debts of the Teſtator, (other than is hereafter in theſe preſents mentioned) by reaſon of the laſt Will and Teſtament aforeſaid, or the Execution thereof, or any Legacy or Thing contained, or otherwiſe.

Item, further, That he the ſaid *A. B.* his Executors, Adminiſtrators, or any of them, ſhall and will at all times hereafter, and from time to time, (when, and as often, as he or they, or any of them, ſhall be reaſonably required) do, make, knowledg and execute, and ſuffer to be done, made, knowledged and executed, (at the Coſts and Charges of the ſaid *L. M.* his Executors or Adminiſtrators) all, and every ſuch lawful and reaſonable Act or Acts, Thing or Things, Device or Devices whatſoever, for the further and better aſſuring, recovering and obtaining of the Premiſſes, and every, or any part thereof to the ſaid *L. M.* his Executors or Adminiſtrators, as by him the ſaid *L. M.* his Exe-

Executors and Administrators, shall be reasonably devised and required.

In consideration whereof, it is agreed between the said Parties, That the said *L. M.* his Executors, Administrators or Assigns, shall well and truly pay, or cause to be paid to the said *A. B.* his Executors or Assigns the sum of 100 l. of, &c. on the 10th day of, &c. and at, or in the, &c. without Fraud or Covin.

Item also, That he the said *L. M.* his Executors and Administrators, shall and will, at all, and every time and times hereafter discharge, or upon reasonable Request made, sufficiently save and keep harmless the said *A. B.* his Executors and Administrators, and every of them, and his and their Lands, Tenements, Goods and Chattels, and every part thereof, as well of, and for all Debts and Sums of Money, due or owing by the said Testator at the time of his Decease, and all Legacies given and bequeathed by the said Testator, in, and by his said last Will and Testament, and of, and for all Losses, Damages and Charges, which at any time hereafter shall or may arise, happen and grow unto the said *A. B.* his Executors or Administrators, or any of them, by reason of any Cause, Matter, or Thing whatsoever touching, or in any wise concerning the Executorship or Execution of the last Will and Testament aforesaid. *As also*, of, and for all Fines, Amerciaments or Charges, which shall in any wise happen to come unto, or against the said *A. B.* his Executors or Administrators, by reason of an Action or Actions, Suit or Suits that shall be had or prosecuted for the recovery or obtaining of the Premisses, or any part thereof.

All and singular, which Covenants and Agreements before expressed (so far as to the parts of the said *A. B.* his Executors or Administrators, by the true meaning of these presents shall belong) he, the said *A. B.* doth covenant, promise, and grant for him, his Executors and Administrators, to, and with the said *L. M.* his Executors and Administrators, by these presents well and truly to observe, perform, and keep in all thing or things, according to the Tenor of these presents. *And* so far as to the parts of the said *L. M.* his Executors or Administrators, by the true meaning of these presents shall belong; He, the said *L. M.* doth covenant, promise, and grant for himself, his Executors or Administrators, to, and with the said *A. B.* his Executors and Administrators, by these presents well and truly to perform, fulfil and keep in all thing or things, according to the Tenor of these presents.

In witness whereof, the said Parties to these present Articles of Agreement indented, interchangably have set their Hands and Seals, *Even the Day and Year first above written.*

An

An Indenture of Covenants for a Tapſter.

THis *Indenture* made, &c. between *H. W.* Cittizen and *T.* of *L.* on the one part, and *W. G.* of *L.* Yeo. on the other part, *Witneſſeth*, That the ſaid *H. W.* for divers good Cauſes and Conſiderations hereafter expreſſed, hath, the day of the Date hereof, accepted, and entertained, and taken the ſaid *W. G.* as his Tapſter, to draw, utter, ſell, and put to Sale all ſuch Beer, Ale and Bread, as ſhall be uttered and ſold within the now dwelling Houſes of the ſaid *H. W.* ſcituate, and being in the Pariſh of St. *B.* in *L.* commonly called or known by the Name or Sign of the *K.* and which ſhall be uttered thereout, and fetched there from, *viz.* For the term of one whole Year, to commence and begin from the day of the Date hereof. *In conſideration* whereof, the ſaid *W. G.* doth hereby for him, his Executors and Adminiſtrators, Covenant and Grant, to, and with the ſaid *H. W.* his *E*xecutors and Aſſigns, by theſe preſents, in manner and form following, (that is to ſay), That he the ſaid *W. G.* his Executors and Aſſigns, ſhall or will pay, or cauſe to be paid unto the ſaid *H. W.* his Executors and Aſſigns, theſe ſeveral ſums of Money enſuing, (that is to ſay), For every Barrel of the ſaid Beer as ſhall be uttered and ſold as aforeſaid 13 s. 6 d. and for every Barrel of Ale as ſhall be uttered 13 s. and for every dozen of Bread as ſhall be Sold as aforeſaid, and the accounting 13 Loaves to the dozen, and ſo after the ſame Rate for every greater or leſſer quantity. *And* that he the ſaid *W. G.* his Executors or Aſſigns, ſhall or will, at, upon, or before the end of every Fortnight, during the ſpace of one Year, make a true and juſt Reckoning, Accompt, and Satisfaction unto him the ſaid *H. W.* his Executors or Aſſigns, of, and for ſuch, and ſo much Money as ſhall upon every of their Accompts appear to be due and payable unto him, for, and in reſpect of the Premiſſes, according to the Rates aforeſaid. *And* for the better ſatisfaction of ſuch Money as ſhall grow due to the ſaid *H. W.* his Executors or Aſſigns, for, or concerning the Premiſſes, he the ſaid *W. G.* at, or before the enſealing thereof, hath paid and delivered to the ſaid *H. W. in depoſito*, to remain during the term as aforeſaid, in the Hands of the ſaid *H. W.* the ſum of 6 l. of lawful Money of *England*; The Receipt whereof, the ſaid *H. W.* acknowledgeth accordingly. *And* the ſaid *H. W.* for him, his Executors, Adminiſtrators or Aſſigns, doth Covenant and Grant, to, and with the ſaid *W. G.* his Executors and Aſſigns, well and truly to find and allow unto him, the ſaid *W. G.* or his Aſſigns (which ſhall be employed, in his abſence, in the Premiſſes) ſufficient Meat, Drink and Lodging, during the ſaid term of one Year. That further, the ſaid *H. W.* his Executors or Aſſigns, ſhall and will, at the end of the ſaid Term, or within 2 dayes then next enſuing, anſwer or repay unto the ſaid *W. G.* his Executors or Aſſigns, at, or in the ſaid Houſe or Inn, the ſaid ſum of 6 l. ſo left *in depoſito* as aforeſaid, or ſo much thereof, as ſhall upon Accompt to be made by and between the ſaid Parties to theſe preſent Indentures, appear

to

to be due to the ſaid *W. G.* his Executors or Aſſigns, for or in reſpect of the Premiſes, according to the Rates aforeſaid.

Provided alwayes nevertheleſs, and it is covenanted, conditioned, and agreed by and between the ſaid *H. W.* and *W. G.* and for them, their Executors and Adminiſtrators, that if they or either of them, ſhall at any time or times, during the ſpace aforeſaid, miſlike of each other in their dealings, concerning the Premiſes; That then upon one moneths warning by each of them, both the ſaid parties ſhall and will make a true and juſt Reckoning to and with the other of them. *And* if it ſhall ſo be, the ſaid *W. G.* have not ſo much money in his hands of the ſaid *H.* as ſhall ſatisfie the ſum of 6 *l.* ſo left *in depoſito*, as aforeſaid, That then the ſaid *H. W.* his Executors or Aſſigns, ſhall and will ſatisfie and pay unto the ſaid *W.* his Executors or Aſſigns, ſo much of the ſaid 6 *l.* as upon their Accompts ſhall juſtly appear to be due to the ſaid *W.* at the end of that moneth after warning given. *And alſo* if it ſo be, that the ſaid *W.* have more money in his hands, for and in reſpect of the Premiſſes, as ſhall amount to above the ſaid Sum of 6 *l.* Then the ſaid *W.* for him, his Executors and Adminiſtrators doth covenant and promiſe to ſatisfie and pay ſuch overplus of money to the ſaid *H.* his Executors or Aſſigns, at the end of the moneth, as warning ſhall be given, as upon ſuch their Accompts ſhall appear to be due any thing aboveſaid to the contrary notwithſtanding. *In witneſs* whereof, the ſaid parties to theſe preſent Indentures, interchangeably have ſubſcribed and ſealed. *Dated the Day and year firſt above-written.*

An Indenture for the bringing up, and Education of a Child.

THis *Indenture* made, *&c.* Between *W. G.* of &c. on the one part, and *E. C.* on the other part, *Witneſſeth*, That *whereas* E. C. the day of the date of theſe Preſents. (In Conſideration of the performance of Covenants and Charges here under-written, to be born, obſerved and done by the ſaid *W. S.* his Executors, Adminiſtrators or Aſſigns, in form hereunder appointed,) hath given, paid and delivered to the ſaid *W.* the ſumme of 20 *l.* of &c. which 20 *l.* the ſaid *W. S.* acknowledgeth himſelf to have received of the ſaid *E. C.* to the intent afore rehearſed, *For and in Conſideration* of which ſaid ſum of 20 *l.* the ſaid *W. G.* is contented, *And* for him, his Executors and Adminiſtrators, covenanteth and granteth to and with the ſaid *E. C.* his Executors and Adminiſtrators, by theſe Preſents, in manner and form following, that is to ſay; That he the ſaid *W.* his Executors and Adminiſtrators, ſhall well, honeſtly and vertuouſly Educate, nouriſh and bring up *T. S.* lately in the Cuſtody of *A. C.* Wid. being now of the Age of 9. years or more, and at this preſent, to the Tuition, Order & Governance of the ſame *W.* by the ſaid *E. C.* & *A.* in ſuch godly and honeſt Exerciſe, as ſhall become a child of his Age, during, and by the full term and ſpace of 6. years, and ſhall at the proper Coſts and charges of the ſaid *W. G.* his Executors or Aſſigns, give and provide, and finde to the ſaid *T. S.* during the ſpace aforeſaid, meat and drink, competent and ſufficient, and Cloathing, as Linnen, Woollen, Hoſe, Shooes, Bedding, Waſhing

Waſhing and Wringing, and all other things meet and neceſſary for his Degree. *And* alſo ſhall teach, inform and inſtruct the ſaid *T. S.* during, and by the ſpace aforeſaid, in Reading, Writing and caſting Accompts well and perfectly, ſo as he may be able to be bounden Apprentice for his better advancement (if his Capacity to learn ſhall thereunto extend): And the ſaid *T. S.* ſo well and perfectly taught in the points of Learning aforeſaid, at the end of the ſaid 6. years, ſhall cauſe to be bound Apprentice in the ſaid City of *L.* (if he ſhall thereunto live, and thereunto condeſcend and agree) with ſome Freeman of good Science, Trade or Occupation, and of honeſt Fame, Name and Eſtimation, for a ſufficient number of years, according to the Laws and Cuſtoms of the ſaid City, by the Aſſent and Councel of the ſaid *E. C.* his Executors or Adminiſtrators, if the ſame *E. C.* his Executors and Adminiſtrators, upon warning given, will willingly help thereunto; or elſe ſuch willingneſs of the ſaid *E. C.* his Executors or Adminiſtrators wanting or failing, then by the only diſcretion of the ſaid *W. G.* his Executors or Adminiſtrators.

Provided alwayes, and the ſaid *E. C.* is nevertheleſs contented and agreed, and for him, and his Executors and Adminiſtrators, covenanteth and granteth by theſe Preſents, That if the Capacity and diligence of the ſaid *T.* ſhall in ſhorter ſpace, than the ſaid 6. years have attained to a good perfection in all the points of Learning, as aforeſaid; and thereupon knowledge given to the ſaid *E.* his Executors and Adminiſtrators, That then he the ſaid *E.* his Executors and Adminiſtrators, ſhall effectually endeavour him or themſelves with the ſaid *W. G.* his Executors or Aſſignes, in placing and binding the ſaid *T.* Apprentice in mannor and form appointed, whereby the ſaid *W.* his Executors and Adminiſtrators may be of the ſaid Education and Nutriture of the ſaid *T.* clearly acquitted and diſcharged.

Provided alſo, That if the ſaid *T. S.* fortune to depart out of this preſent life, before the end of the ſaid 6. years, or to run away from the ſaid *W.* his Executors or Adminiſtrators, without good occaſion miniſtred by the ſaid *W.* his Executors or Adminiſtrators, and be not brought again unto him or them, within the ſaid ſpace or Term of 6. years, that then and from thenceforth theſe preſent Indentures or Covenants ſhall be utterly void and of none effect: *And* that then the ſame *W.* his Executors or Aſſigns, ſhall have, retain and keep the ſaid 20 *l.* to his or their own uſe, as well as if this preſent Indenture, and every Covenant therein contained, had been fulfilled accordingly: *And* alſo the ſaid *G. C.* for him, his Executors and Aſſigns, covenanteth and granteth to and with the ſaid *W. G.* his Executors and Adminiſtrators by theſe Preſents, That if the ſame *W.* his Executors and Adminiſtrators, do well and truly obſerve, keep, perform and fulfill all and ſingular the Covenants, Grants, Charges, Articles and Agreements above ſpecified, on his and their parts to be obſerved, kept and performed in manner and form aboveſaid, That then one Obligation bearing date, *&c.* wherein *&c.* to the ſaid *E.* &c. in the ſum of, *&c.* ſhall be utterly void, and of none effect, or elſe it to ſtand, &c. *In witneſs*, &c.

An

An Indenture for the maintenance of a Woman divorced.

THis *Indenture* made &c. Between *L. D.* of *C.* in the County of *M.* on the one part, and *L. M.* of *N.* in the County of *N.* on the other part. *Witnesseth*, that it is Covenanted, granted, concluded, condescended and agreed between the said parties to these Presents; That for as much as the said *L. D.* and *C. D.* his Wife, are now by the Laws of this Realm, and by their mutual assents and agreements, seperated and put asunder from bed and board, and to the end the said *C.* may have some certainty of living, during her life, by the Grant of the said *L.* and for that also the said *C.* had Lands, Tenements, Joyntures, Dowers and other profits and Commodities in her own possession, and by the Grants of others unto her assured before the time the said *L. D.* did espouse and take to Wife the said *C.* the which Lands, Tenements, Dowers, Joyntures, and other profits and Commodities did amount to the yearly value of 100 *l.* or thereabouts. The said *L. D.* for the Considerations aforesaid, and also in consideration that the said *C.* is contented not to claim her said Joyntures or Dowers, which she had in her possession, at or before her Marriage with the said *L. D.* nor any Joynture, Dower, or Interest in any the said Lands, Tenements or Hereditaments of the said *L.* which he, during the said espousals had, now hath, or hereafter shall have during his life in possession, Reversion or otherwise: But to relinquish, release and extinguish all her Right, Title and Interest of, in or to the same, which she might or may have after the decease of the said *L. D.* if she shall fortune to survive and overlive him the said *L. D.* and hath promised the said *L. D.* to be ready whensoever she shall be called or desired, upon reasonable warning to be given, unto the said *L. D.* his Heirs or Assigns, and having her reasonable Charges born to give up and release the same her Title and Interest in the Premises to the said *L. D.* his Heirs or Assigns, or to any other, to whom he, or they, or either of them shall sell and assure, or otherwise convey the same, or any part thereof, doth by these Presents for him the said *L. D.* his Heirs, Executors and Administrators, and for every of them, covenant, grant, condescend and agree to and with the said *L. M.* his Heirs, Executors and Administrators and Assigns, That he the said *L. D.* his Heirs, Executors, Administrators or Assigns shall and will yearly from henceforth, during the natural life of the said *C. D.* pay or cause to be paid to the said *C. D.* or to such person as shall be by her lawfully appointed and authorized in writing, for the receiving thereof, under her Hand and Seal, before sufficient Witnesses (whose Names shall be thereunto subscribed) the Summe of, &c. of &c. at two Termes &c. or within 10 dayes next after every Feast-day, by even Portions at the House, &c. between the hours of, &c. So that the said *C.* or such person as shall be her lawful Attorney, as aforesaid, to be had and made to deliver to such person or persons, as shall make payment thereof, one Acquittance, under the Hand and Seal of the said *C. D.* and sealed and delivered as her Deed, before sufficient Witnesses, whose names shall be thereunto subscribed as aforesaid, confessing the Receipt of every such Sum as

as then shall be received and paid, according to the intent and true meaning of these Presents.

And furthermore, the said *L. B.* upon the Considerations aforesaid for him, his Heirs, Executors and Administrators, doth Covenant, grant, condescend and agree to and with the said *L. M.* his Heirs, Executors, Administrators and Assigns, by these Presents; That if it happen the said *C. D.* to survive and overlive him the said *L. D.* that then the Heirs, Executors and Administrators, shall yearly from and after the death of the said *L. D.* during the natural life of the said *C. D.* well and truly pay or cause to be paid to the said *C.* or her Assigns by her authorized, as is aforesaid, at or in the said, &c. or on the said Feasts of ,&c. between the houres of, &c. in the Afternoon, of either of the said Feast-dayes, or within 10 dayes after every of the said Feast-dayes, the Sum of, &c. of &c. by even portions, so that after the decease and death of the said *L. D.* the said *C. D.* surviving and over-living the same *L.* the or her lawful Assigns, by her authorized, as is aforesaid, shall yearly from thence-forth, during the natural life of the said *C. D.* receive and perceive in the whole by force of these Presents, to the use and behoof of the said *C. D.* at the Feast-dayes aforesaid, at the place aforesaid, the Summe of, &c. of &c. in full recompence and satisfaction, as well of her said Joyntures and Dowers, which she had before the said *L.* did espouse and marry her, as of all such Dower and Interest as she might or may claim or demand, after the decease of the said *L. D.* of, in, or to the said Lands, Tenements, or Hereditaments which the said *L. D.* now hath, or at any time during their Espousals had, or at any time hereafter shall or may have in possession, Reversion or otherwise howsoever. The payment of which Sum, &c. yearly, in manner and form, as is aforesaid, to be paid, to begin and be made at such of the said Feast-dayes, &c. as shall chance first to come, or be after the decease of the said *L. D.* and not before: So alwayes of the said C. D. or her Assigns, by her lawfully authorized, as is aforesaid, upon every such payment, do deliver unto the Heirs, Executors or Administrators of the said L. D. so making payment thereof, or of any part thereof, an Acquittance under their Hand and Seal, to be Sealed and delivered as is aforesaid, testifying the Receipt of every such payment, without fraud or Covin.

Provided always, That if the said *C.* at any time hereafter, having her reasonable charges born by the said *L. D.* his heirs, Executors, or Assigns, shall not at all times hereafter, and from time to time, upon reasonable Request, do and suffer to be done, all and every such Act and Acts, Thing and Things, Device and Devices, joyntly with the said *L. D.* and solely by her self after his death, for the conveying, releasing, or extinguishing of all her Right, Title, and Interest, which she the said *C.* now hath, or at any time hereafter may have in any of the Lands, Tenements, and Hereditaments, whereof the said *L. D.* at any time heretofore hath had, or now hath, or at any time hereafter may have, or shall have any Estate, Possession, Right, or Interest, as shall be reasonably Devised by the said *L. D.* his heirs, Executors, or Assigns, or any of them; or by his, or their, or any of their Learned Councel, at his and their Costs and Charges in the Law, to be conveyed, extinguished, or released, in or to

any perſon or perſons, and for ſuch uſes, intents, and purpoſes, as by the ſaid *L.* his heirs or Aſſigns, or any of them, ſhall be appointed, required, and directed: Or if ſhe the ſaid *C.* or any other perſon, for or in her name, ſhall at any time hereafter claim or demand her ſaid Joyntures, or Dower, or any of them, or any Right, Title, or Intereſt, in or to the ſaid Lands, Tenements, or Hereditaments, or any part thereof, after the deceaſe of the ſaid *L. D.* which ſhe had in her poſſeſſion before Marriage ſolemnized, between her and the ſaid *L. D.* or if ſhe ſhall claim or demand, after the deceaſe of the ſaid *L. D.* or otherwiſe, any Joynture, Dower, or other Intereſt, in or to the ſaid Lands, Tenements, or Hereditaments, or any part thereof, which he the ſaid *L. D.* now hath, or at any time heretofore had, or in the time of his deceaſe ſhall have: That then and from thenceforth, theſe preſent Indentures, and all Covenants, Payments, Grants, and Clauſes herein contained, and all Obligations and Bonds to be made by the ſaid *L. D.* for the performance of all, or any part of the Covenants, Articles, and Agreements, in theſe Indentures ſpecified and expreſſed, ſhall ceaſe and be clearly void, fruſtrate, and of none effect, to all intents and purpoſes, as if the ſame had never been had or made.

And the ſaid *L. M.* for him, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant, to and with the ſaid *L. D.* his heirs, Executors, and Aſſigns, by theſe preſents, That he the ſaid *L. M.* his Executors and Aſſigns, ſhall from time to time, ſhew and declare to the ſaid *L. D.* his heirs, Executors, or Aſſigns, upon his or their reaſonable Requeſt, therefore made to him or them, or any of them, where the ſaid *C.* ſhall be then dwelling and abiding, without Fraud or Covin, and at what certain place and day within one moneth after ſuch Requeſt made to him the ſaid *L. M.* his heirs or Executors, or any of them, where and when the ſaid *L. D.* his heirs, Executors, or Aſſigns, or any other perſon or perſons, by him or them thereto aſſigned, ſhall or may repair to the perſon, or the preſence of the ſaid *C.* to the end, to make Requeſt unto her, for the conveying, releaſing, or extinguiſhing of her Right or Title, in or to the ſaid Lands, Tenements, or Hereditaments, as well whereof ſhe was ſeized, before Marriage had with the ſaid *L. D.* as alſo wherein the ſaid *C.* heretofore had, now hath, or hereafter ſhall have Right or Intereſt in Poſſeſſion, Reverſion, or Remainder. *In witneſs*, &c.

Covenants between a High-Sheriff, and his Under-Sheriff.

This Indenture made the &c. Day of &c. between *A. B.* of *W.* in the County of *E.* Eſq; (now High-Sheriff of the County of *E.*) of the one part, and *C. D.* of &c. in the County of &c. Gent. of the other part. *Whereas* his King by his Majeſties Letters-Patents, under the Great Seal of *E.* bearing date the 17th Day of this inſtant *N.* have made, named, aſſigned, and appointed the ſaid *A. B.* to be High-Sheriff of the ſaid County of *E.* during the pleaſure. *Now* this Indenture *witneſſeth*, that the ſaid *A. B.* for the good Opinion which he hath conceived of the ſaid *C. D.* and of the truſt and confi-

dence which he repoſeth in him, hath deputed, aſſigned, conſtituted, and ordained, and by theſe preſents doth depute, aſſign, conſtitute, and ordain him the ſaid *C. D.* to be his Under-Sheriff, of, for, and in the ſaid County of *E.* during all the time that he the ſaid *A. B.* ſhall be and remain Sheriff of the ſaid County, by force of the Letters-Patents aforeſaid; and doth hereby authorize the ſaid *C. D.* to ſerve, exercize, and execute the ſaid Office of Under-Sheriff of the ſaid County under him the ſaid *A. B.* in his name, during all the time aforeſaid; and the ſaid *A. B.* as far as in him is, doth alſo by theſe preſents grant unto the ſaid *C. D.* that it ſhall and may be lawful to, and for the ſaid *C. D.* by force hereof, to appear, anſwer, ſerve, and miniſter, as Under-Sheriff of the ſaid County of *E.* for and in the name of the ſaid *A. B.* as well in all places in the ſaid County of *E.* as in all and every the Court and Courts, within this Realm of *England*, and before all and every the Juſtices of *Oyer* and *Terminer*, Juſtices of Aſſize and Goal-Delivery, Juſtices in *Eyre*, and of the Foreſt-Officers, Juſtices of the Peace, Coroners, and Eſcheators, and other Officers and Commiſſioners of this Realm, and the Foreſt-Officers, where the ſaid *A. B.* by vertue of the ſaid Office of Sheriffwick, for the ſaid County of *E.* ſhall be bound or ought to appear, anſwer, ſerve, or be attendent; and to break open, anſwer, return, and execute, for him the ſaid *A. B.* in his name, all Proceſs, Writs, Precepts, Warrants, Mandates, and Commandements, to the Sheriff of the ſaid County, directed, or hereafter to be directed, out of any the Courts aforeſaid, or from any the Juſtices, Commiſſioners, Coroners, or Eſcheators aforeſaid; and to do, perform, and execute for him the ſaid *A. B.* and in his name, all and every thing and things, which by him the ſaid *A. B.* by vertue of his Office of Sheriffwick, of the ſaid County of *E.* is to be performed, executed, and done, ſaving always, and excepting that the ſaid *C. D.* ſhall not by vertue thereof, be authorized, to open, return, ſend, execute, any Writs, Writs, for electing any Knights of the Shire, or Burgeſſes of the *Parliament*, for the ſaid County of *E.* or any other Borough within the ſaid County; nor to open, execute, or anſwer, any the Letters of his Majeſty, or his Privy-Council, to be directed unto the ſaid Sheriff of the ſaid County of *E.* without the Special Warrant, Direction, Commandement of him the ſaid *A. B.* for that purpoſe.

And further the ſaid *A. B.* doth by theſe preſents grant unto the ſaid *C. D.* for the executing of the ſaid Office, all the Fees, Duties, and Profits to him due, ariſing and growing by the County-Courts, to be kept within the ſaid County of *E.* and all other Fees, Rewards, Duties, Allowances, and Profits, incident to the Office of Sheriffwick, or thereunto belonging, for which the ſaid *A. B.* is or ſhall be allowed by the Common-Laws of this Realm, or Cuſtoms of the ſaid County, either for the opening, returning, or executing of any Writ, Precept, or Proceſs, Warrant or Command whatſoever; or for other executing of the ſaid Office, and which have not been accepted heretofore the ordinary Fees of any other his Bayliffs, or other Officers, to have and enjoy the ſaid Duties, Fees, Rewards, Allowances, and other Profits, to his own uſe, without any Account to be rendred to the ſaid *A. B.* his Executors, Adminiſtrators, for the ſame.

And

the ſaid *C. D.* for and in conſideration of the Benevolence aforeſaid, and for the free Gift and Grant of the ſaid *A. B.* doth for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, covenant, promiſe, grant, and agree, to and with the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe preſents, that he the ſaid *C. D.* ſhall and will at all times from and after the Day of the date of theſe preſents, duly, diligently, lawfully, and carefully ſerve the ſaid *A. B.* as his Deputy and Under-Sheriff, of, in, and for the ſaid County of *E.* without doing or committing any kind of Extortion, or willful mis-behaving of himſelf in the ſaid Office, and ſhall and will duly and reſpectively execute the ſaid Office of Sheriffwick, in the name of the ſaid *A. B.* in all points ſo far forth, as theſe preſents, the Laws of the Land, or other Licenſe or Commandement of the ſaid *A. B.* ſhall warrant or give liberty; and ſhall and will in the name of the ſaid *A. B.* and as his Deputy in the ſaid Office of Under-Sheriff of the ſaid County of *E.* be anſwerable, attendant, and miniſter in all Courts of our ſaid Soveraign Lord the King, by and before the ſaid Juſtices of Aſſize, Juſtices of *Eyre*, and of the Foreſt, and all Commiſſioners, Eſcheators, Coroners, and other Juſtices and Officers of the King's Majeſty, before whom the ſaid *A. B.* ſhall be bound or required to miniſter, anſwer, or be attendant, in reſpect of the ſaid Office of Sheriffwick, for the ſaid County of *E.* and ſhall and will execute and make anſwer, true and ſufficient Return of all ſuch Proceſſes, Writs, Precepts, and Commandments, directed from the King's Majeſty, or from every or any of the ſaid Courts, Juſtices, Commiſſioners, Eſcheators, and other Officers aforeſaid, as ſhall be delivered to, or come to the hands of him the ſaid *C. D.* his Deputy or Deputies, Aſſignee or Aſſigns, or ſhall and will diſcharge and ſave harmleſs the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, and his, and their, and every of their Lands, Tenements, Goods, and Chattels, off and from all Fines, Iſſues, and Amerciaments, and other Penalties, Forfeitures, pain corporal, and pecuniary whatſoever, whereby or wherewithall the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, or his or their Lands, Tenements, Goods, or Chattels, ſhall or may be charged or chargeable, for his the ſaid *A. B.* or the ſaid *C. D.* not executing, not filing, neglecting, miſ-executing, evil returning, not ſerving, miſ-returning, or miſ-filing any of the ſaid Writs, Proceſſes, Precepts, Warrants, or Commandments aforeſaid; or for the abſence, ill attendance, or not attendance of the ſaid *A. B.* or of the ſaid *C. D.* or his Deputy as aforeſaid, or other miſdemeanours, in the executing, not executing, or miſ-executing of the ſaid Office, in any thing which the ſaid *C. D.* might by vertue of theſe preſents, by himſelf, or his Deputies, execute or perform, other then from ſuch Fines, Iſſues, and Amerciaments, and other Penalties, as ſhall be impoſed or adjudged upon or againſt the ſaid *A. B.* for or in reſpect of any offence, fault, or negligence, by the ſaid *A. B.* at any time after the day of the Date of theſe preſents, committed, omitted, or done; or to be committed, omitted, or done, by himſelf in his own perſon, or by any other (except the ſaid *C. D.* by the ſaid *A. B.* his Commandment or Appointment, without the conſent of the ſaid *C. D.* And that the ſaid *C. D.* ſhall himſelf, or his ſufficient Deputy or Deputies, duly and lawfully keep, or cauſe to be kept within the ſaid County of *E.* all

and ſingular County-Courts of the ſaid County, at ſuch times and places as heretofore hath been accuſtomed, and that he the ſaid *C. D.* ſhall and will make and appoint one or more Attorney or Attorneys, Deputy or Deputies of Record, in the Courts of Record, commonly called the King's-Bench, Common-Pleas, and Exchequer, and in all other Courts and Offices, wherein Attorneys are commonly appointed, and ſo ſhall and will ordain, appoint, and make one or more able Deputy or Deputies, for him the ſaid *A. B.* in every Hundred within the ſaid County of *E.* according to the Laws and Statutes in that Caſes provided; ſo that the ſaid *A. B.* ſhall not hereafter be liable to any Penalty or Forfeiture, for want of any ſuch Attorney or Deputy, and ſhall and will at his own proper coſts and charges, appear, and make ready in all ſuch place and places, where the Aſſizes, Goal-Delivery, or Seſſions, ſhall be from time to time holden meet and convenient Courts, Bars, and all other things neceſſary and convenient, for the Juſtices of Aſſize, and other Juſtices to keep their Aſſizes and Goal-Deliveries and Seſſions in; and ſhall and will from time to time, give notice in convenient time to the ſaid *A. B.* of all and every ſuch time and times, place and places, where the perſonal attendance of the ſaid *A. B.* ſhall be requiſite and neceſſary, ſo as the ſaid *A. B.* may be perſonally preſent at ſuch times and places, when and where his perſonal appearance and attendance ſhall be neceſſary.

And furthermore, That the ſaid *C. D.* by and during the continuance of the ſaid Office, ſhall and will well and truly collect, levy, gather, and ſeize to his Majeſties uſe, all the Goods and Chattels of Felonies and Fugitives, and of all perſons Outlawed and put in Exigent, and of all perſons Attainted and Convicted of Treaſon, Murder, or Felony, which ſhall happen within the ſaid County of *E.* during the time aforeſaid, which ſhall be due or forfeited to his Majeſty, by any ways or means aforeſaid; and ſhall and will from time to time, well and truly collect and gather up all Fines, Amerciaments, Extracts, Certainties, Fee-Farms, Pipe-ſilver, Fines for Licence, Concord for Fines, Green-Wax, and all other Sum and Sums of Money, which to the Collection of the ſaid *A. B.* by reaſon of the Sheriffwick of the ſaid County ſhall appertain or belong, and which the ſaid *C. D.* ſhall have Warrant or lawful Authority to ſeize, levy, or collect, or which he ſhall have notice of, and may reaſonably come by, and thereof, and of every part thereof, and of all other the Iſſues and Revenues of the ſaid County, and of all Sums of Money due, or hereafter during the continuance of the ſaid Office of Sheriffwick of the ſaid County, doth or may appertain, ſhall and will to his Majeſty, in the Court of *Exchequer* aforeſaid, yield and give juſt account; and alſo that he the ſaid *C. D.* his *Executors*, *Adminiſtrators*, at ſuch days and terms, as he the ſaid *A. B.* is or ſhall be required to enter into Account of the Court of *Exchequer*, for or touching the ſaid Office. The ſaid *C. D.* ſhall and will enter into Account in the ſaid Court of *Exchequer*, in the name of the ſaid *A. B.* for and concerning the ſaid Sheriffwick of the ſaid County of *E.* in and upon which Account the ſaid *C. D.* his Executors, and Adminiſtrators, ſhall and will truly anſwer all ſuch Debts, Duties, and Sums of Moneys, as the ſaid *C. D.* his Deputies, Officers or Servants, or any of the Bayliffs of any of the Hundreds of the ſaid

County

County ſhall have received, or might have received, or wherewith the ſaid *A. B.* as Sheriff of the ſaid County, ſhall be any ways charged or chargeable with, upon the ſame Account; and the ſame account ſhall and will, at his the ſaid *C. D.* his own Coſts and Charges, proſecute with effect, untill the ſame Account be fully finiſhed and concluded, without demanding any Allowance or Allowances of the ſaid *A. B.* his Heirs, Executors, or Adminiſtrators, for the ſame; And alſo that the ſaid *C. D.* his Executors, and Adminiſtrators, ſhall and will pay into the Receipt of *Exchequer*, all ſuch Sums of Money, as upon the ſaid Account ſhall be found in Arrearages, within one year next after the Feaſt of St. *M.* next enſuing the date hereof, and in the name of the ſaid *A. B.* obtain a lawful Diſcharge, and *Quietus eſt*, out of the ſaid Court of *Exchequer*, for him the ſaid *A. B.* and the ſame ſhall and will deliver unto the ſaid *A. B.* his Heirs, Executors, or Aſſigns, for a full Diſcharge of him the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, of and concerning the ſaid Sheriffwick of the ſaid County of *E.* within one year next after the ſaid Feaſt of St. *M.* and that the ſaid *C. D.* his Heirs, Executors, Adminiſtrators, and Aſſigns, or ſome, or one of them, ſhall and will, at ſome or one of their own proper Coſts and Charges, diſburſe and pay for the ſaid *A. B.* all and all manner of Fees, Duties, Charges, Sum and Sums of Money, Rewards, Gratuities, and Demands whatſoever, which ſhall be required, demanded, or demandable of the ſaid *A. B.* as due or accuſtomed, to be paid or given by the Sheriff of the ſaid County, for or by reaſon of the ſaid Account, without demanding any Allowance or Allowances therefore of the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns.

And the ſaid *C. D.* doth further, for the conſideration aforeſaid, for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, covenant, promiſe, grant, and agree, to and with the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe preſents, That he the ſaid *C. D.* his Executors, or Adminiſtrators, ſhall and will from time to time, and at all times hereafter, well, duly, and truly ſatisfie, and pay all and ſingular ſuch Sum and Sums of Money, as he the ſaid *C. D.* or any Deputy, Clerk or Clerks, Bayliff or Bayliffs, Subſtitute or Subſtitutes under him, ſhall at any time and times, and all times levy or receive, by vertue or reaſon of any Writ or Writs, Proceſs of Extent, *Liberate Capias ad ſatisfaciendum, fieri facias, elegit diſtringas super Vice comes*, againſt any former Sheriff, or any other Writ or Writs of Execution or Warrants whatſoever, according to the Purport and true Tenure of any ſuch Writ or Writs, Warrant or Warrants reſpectively, and in ſuch manner, as by the ſame reſpectively ſhall be limited, required, or appointed, and ſhall from time ſufficiently ſave harmleſs, and defend the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, of, for, and from all and every ſuch Sum and Sums of Money as aforeſaid.

And further, That he the ſaid *C. D.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and will at his and their own proper Coſts and Charges, conduct and make ſafe delivery of all ſuch Priſoners as are, or hereafter ſhall be in

the Custody of the Gaol for the said County of *E.* to such person and persons, and to such place and places, as the said *A. B.* shall by Writ, Warrant, or other Precept, or Commandment, or by virtue and in respect of his said Office, be commanded or bound to deliver the same. *And further* shall and will also, at his and their own proper costs and charges, execute or cause to be executed, all such persons, as at any time during the time aforesaid, shall be convicted and put in execution, according to their several Judgments, if the same person or persons be not by any lawful Authority reprieved into the said Gaol.

And the said *C. D.* doth further for himself, his Heirs, Executors, Administrators, and Assigns, and every of them, covenant, grant, promise, and agree, to and with the said *A. B.* his Heirs, Executors, Administrators, and Assigns, by these presents, That he the said *C. D.* his Executors and Administrators, shall and will upon the discharge and giving up of the said Office, to such as shall succeed in the said Office of Sheriffwick, of and for the said County of *E.* in due form of Law deliver, or cause to be delivered by Indenture, to be made between the said *A. B.* and his Successors, in the said Office to the said Successor of the said *A. B.* in the said Office, or to his Deputy for the time being, all such Prisoners as then shall be in the Custody of the said *A. B.* or of any of his Deputies, or Ministers, with the Causes of their Detainments and Imprisonments, and all such Iron Implements and Things, as shall be in the Custody of the said *C. D.* belonging to the Common-Gaol of the said County, or to the Officers of the same: And also all Writs, Processes, Warrants, and other things, which then shall be in his hands and custody, in respect of the Office of Sheriffwick, of, in, and for the said County of *E.*

And the said *C. D.* doth further for himself, his Heirs, Executors, Administrators, and Assigns, covenant, promise, grant, and agree, to and with the said *A. B.* his Heirs, Executors, and Administrators, by these presents, That he the said *C. D.* his Heirs, Executors, or Administrators, shall and will from time to time, and at all times hereafter, discharge, defend, and save harmless, as well the said *A. B.* his Heirs, Executors, and Administrators, and his and their Lands and Tenements, Goods and Chattels, as well against the King's Majesty, and all other persons whatsoever, of, for, and from all manner of Pains Corporal and Pecuniary, Forfeitures, Fines, Amerciaments, Debts, Accounts, Duties, and Demands whatsoever, hereafter lawfully to be commenced, prosecuted, imposed, demanded, or demandable of or against the said *A. B.* his Heirs, Executors, or Administrators, or his or their Lands, Goods, Tenements, and Chattels, for or by reason of any escape of any Prisoner or Prisoners whatsoever, now under Execution, or under Arrest, or hereafter to be had in Execution, under Arrest, for any manner of Debt, Damage, Trespass, Account, or other Duties or Wrong; or for any Treason, Felony, or other offence whatsoever; or for any, or by reason of not appearance of any person Arrested at the day limited, for the apppearance in any Court or Courts, or before any Judge or Judges, or Justices whatsoever; or for or by reason of any False Return, not Return, or Mis-Return of any Writ, Warrant,

...or Process; or for any other mis-behaviour, negligence, or laches of the ...said *C. D.* his Bayliffs or Officers, in executing, or negligence in executing, ...or in executing of the said Office of Sheriffwick, for the said County of *E.* ...during, or by reason of the not levying, answering, or not paying of any Sum or ...Sums of Money, which shall, or may, or ought to be collected or received, by ...reason or reason of the said Office of the Sheriffwick of the said *A. B.* or ha...ving relation thereunto, or by reason of any Writ or Writs of Assistance, for ...the levying of any Sums of Money, wherewith the said *A. B.* shall or may be ...charged or chargable, of or for any matter, clause, or thing, having relation to ...the said Office.

...*And the intent*, that the said *C. D.* may the better perform the execution ...of the said Office, the said *A. B.* is contented and pleased, and doth hereby ...grant to the said *C. D.* that he the said *C. D.* shall have to his own use, the ...benefit of such Bonds and Covenants, as shall be taken of any person or persons, ...whereby the same person or persons shall become bound unto the said *A. B.* as ...Sheriff of the said County of *E.* with condition for their, or any of their ap...pearances in any Court, or elsewhere, before any Commissioners of our Sove...reign Lord the King, by Authority of Parliament; And of all Obligations, ...also to be taken of any Bayliffs or their Sureties, and of all other Bonds and ...Covenants, which are or shall be made to the said *A. B.* as the Sheriff of the ...said County of *E.* (except the Covenants herein contained) and the Bonds ...and Obligations taken or to be taken, for the performance of the said Cove...nant, and every of them (except before excepted), and shall and may sue ...and prosecute the same in the name of *A. B.* his Executors and Administra...tors, at the proper costs and charges of the said *C. D.* his Executors, Admini...strators, and Assigns, and the moneys thereof and thereby recovered, to have, ...take, and detain to his and their own use and uses, without any Account ...thereof to yield or make to the said *A. B.* his Heirs, Executors, Admini...strators or Assigns, all which said Bonds and Covenants (except before ex...cepted) he the said *A. B.* doth for himself, his Heirs, Executors, Admini...strators, and Assigns, covenant, promise, grant, and agree, to and with the said ...*C. D.* his Executors, and Administrators, by these presents, That neither he ...the said *A. B.* nor his Heirs, Executors or Administrators, or any of them, ...shall release, acquit, nor discharge any Action, Plaint, or Suit there...upon to be brought, or any Judgment or Execution thereupon to be had, ...without the Assent of the said *C. D.* his Executors, Administrators, or ...Assigns, unless he the said *A. B.* his Heirs, Executors, or Admini...strators, shall be enjoyned thereunto, by order or course of Law or E...quity.

...*And* the said *C. D.* doth for himself, his Heirs, Executors, and Admini...strators, covenant, promise, and grant, to and with the said *A. B.* his Heirs, ...Executors, and Administrators, by these presents, that he the said *C. D.* his ...Executors, and Administrators, shall and will from time to time, and at all ...times hereafter, save, defend, and keep harmless the said *A. B.* his Heirs, Exe...cutors, and Administrators, and his and their Lands, Tenements, Goods and

Chattels, of and from all Costs and Charges, and Damages, which may arise or happen, by reason of any Bill in Equity, or of any Non-Suit or Judgment, obtained by any person or persons, of or upon any of the said Covenants, Obligations, or Bonds, to be taken for Appearance as aforesaid; or by reason or means of removing any Action or Suit, in the name of the said *A. B.* his Heirs, Executors, or Administrators, against any person or persons, upon the same Covenants, Obligations, or any of them.

And whereas it is agreed, by and between the said parties to these presents, That the said *C. D.* shall become bound by Obligation to the said *A. B.* in the Penal Sum of 500 *l.* conditioned for the true performance of the Covenants, Articles, and Agreements, in these presents contained, on the part and behalf of him the said *C. D.* his Heirs, Executors, and Administrators, to be performed, and shall also procure 5 sufficient Sureties, before the 30th day of *J.* next ensuing the date hereof, to become bound unto the said *A. B.* in the several Penal Sums of 100 *l.* a piece, with the like Conditions as aforesaid.

Now the said *A. B.* is contented and pleased, and doth by these presents, for himself, his Heirs, Executors, Administrators, and Assigns, covenant, promise, and grant, to and with the said *C. D.* his Heirs, Executors, Administrators and Assigns, by these presents, That he the said *A. B.* his Heirs, Executors, or Administrators, or some, or one of them, shall and will within the space of one year next after the said *C. D.* his Heirs, Executors, or Administrators, shall deliver, or cause to be delivered unto the said *A. B.* his Heirs, Executors, Administrators, or Assigns, the said *Quintus est* before in these presents mentioned, the said *A. B.* his Heirs, Executors, and Administrators, being first sufficiently and reasonably discharged and saved harmless, of and from all the Payments, Penalties, Fines, Amerciaments, Damages, Dangers, and other Demands before in these presents mentioned; upon the reasonable Requeſt of the said *C. D.* his Heirs, Executors, or Administrators, shall deliver, or cause to be delivered up the said Obligations, so to be made by the Sureties of the said *A. B.* as aforesaid, to such Surety or Sureties respectively and to their respective Heirs, Executors, or Administrators, to be cancelled. *In witness whereof*, &c.

An Indenture for building of a House, both Carpenters Work and Bricklayers Work.

THis Indenture, &c. between *T. A.* of, &c. and *R. A.* of the same Parish of *B.* on the one part, and *T. A.* of *L.* Skinner, on the other part, *Witnesseth*, That the said *T.* and *R.* as well in consideration of the Sum of 20 *s.* of lawful, &c. to them in Hand, before the ensealing and delivery hereof paid by the said *T. A.* as also in consideration of the Sum of 100 *l.* more of like money to be paid by the said *T. A.* his Executors, Administrators or Assigns, to the said *T. A.* and *R. A.* their Executors, Administrators or Assigns, in manner and form hereafter in these presents expressed, do covenant, promise and grant, and either of them covenanteth, promiseth, and granteth for themselves, and for either of them, and for the Heirs, Executors, and Administrators of them, and of either of them, and for every of them, and with the said *T. A.* his Executors, Administrators and Assigns, and every of them by these presents, in manner and form following; *That is to say*, That they the said *T. A.* and *R. A.* their Executors, Administrators and Assigns, at their own proper Costs and Charges, at, or before the last day of *M.* next ensuing the Date hereof, in such place within the Parish of *H.* within the County of *M.* as the said *T. A.* hath already limited, assigned or appointed; or he, his Executors, Administrators or Assigns, shall limit, assign or appoint, hereafter shall and will make, build, erect, set up, and perfectly finish, to, and for the use and behoof of the said *T. A.* his Heirs, Executors, Administrators and Assigns, one new Frame, Edifice, Building, and House, and in the same all such several Rooms, and other things, as hereafter in these presents are expressed; *That is to say*, One Hall, one Parlour, and one Kitchin, in the first Story thereof on the Ground; and in the 2d Story thereof 2 Chambers over the same Hall and Parlour, and one Chamber over the said Kitchin, and 2 Garrets in Stories over the said Story; and that the said Hall and Parlour shall contain in length, from outside to outside 28 Foot of Assize, and in breadth, from outside to outside 16 Foot of assise: And that the said Kitchin shall contain in length, from outside to outside 16 Foot of assise, and in breadth, from outside to outside 16 Foot of assise: And all the said first Story shall contain in height 9 Foot of assise; and that all the said 2d Story shall contain in height 8 Foot of assise, and that the said half Story shall contain in height 3 Foot of assise, and that the said Chamber to be made over the said Hall, shall be as near as may be equal in largeness, length, and proportion to the same Hall over and besides the Implements hereunder specified; And that the said Chamber to be made over the said Parlour, shall be as near as may be equal in largeness, length, and proportion to the same Parlour, over and besides the Implements hereafter expressed. And that the said Chamber to be made over the Kitchin, shall be also as near as may be equal in largeness, length, and proportion to the same Kitchin, over and besides the said Implements hereafter specified. And that the:

Consideration.

Covenant, &c

Build and set up a new house with rooms limited in the several Stories.

Length and breadth of the Rooms.

Height of the Stories.

Largeness of the Rooms.

the Garrets aforesaid, shall be as near as may be equal in largeness, length and proportion to the said Chambers, over the which the same shall be made.

Windows to the severall Rooms.

And that the said *T. A.* and *R. A.* their Executors, Administrators and Assigns, shall, in the said several Rooms, make all such Windows, clear Stories and other things as hereafter are expressed; That is to say, In the said Hall one fair Bay Window, as shall be most fair and proportionable for the same Room, and clear Stories, on either side of the said bay-Window, as shall be out most conveniently for that Room; and in the said Parlour, a fair bay Windows, as shall be most fit for the same Room, and in such places thereof as the said *T. A.* his Executors or Assigns, shall appoint; and in the said Kitchin one partition for a Buttery, and clear Stories for light, as shall be most meet for the same Kitchin and Buttery, and in the said 2 Chambers over the Hall and Parlour aforesaid, 4 fair bay Windows, as shall be most convenient for the same Chambers, and that in such several places thereof, as the said *T. A.* his Executors or Assigns, shall appoint; And 2 fair bay Windows in the said Chamber over the Kitchin, as shall be most fit for the same Room, and in the Garrets aforesaid fair Dormant Windows, and Lights in and upon the same, as shall be most fit for those Rooms. *And* shall also make good, meet and

Perements.

sufficient Court-houses and Perements to all the said Windows which shall be

Floors.

made in the said Hall, Parlour and Kitchin, and in the said 3 Chambers over the said Hall, Parlour and Kitchin. *And* also that they the said *T.* and *R.* their Executors, Administrators and Assigns, shall make and board all the Floors of the said Hall, Parlour, Chambers and Garrets, of and with good and sufficient

Staires.

narrow Deal Bords, or Boards of Oake. *And* shall also make one pair of Stairs, and one fair Case without the said House, which shall lead, and well serve for passing unto all the Chambers and Garrets afore specified, and shall also Make, Rear, and set up sufficiently, between the said Hall and Parlour in convenient places, 4 new, good, strong, and sufficient Chimneys of Brick,

Brickwork.

with 4 parels of stone, which shall conveniently serve for the said Hall and Parlour, and the said 2 Chambers over them, whereof the 2 Chimneys for the said Hall and Parlour to contain 5 Foot in wideness, a piece, on the inside of the same Chimneys, and the other 2 Chimneys for the said Chambers over the said Hall and Parlour, to be 4 Foot, and one half Foot a piece in wideness within the same Chimneys, and shall also sufficiently Make, Rear, and set up the Kitchin aforesaid one good, strong, and sufficient Chimney of Brick, containing in wideness 7 Foot, and one Mantle-tree of wood for the same: And shall also make in the same Kitchin one fair Oven, the floor and furnace whereof shall be of free-stone; and shall also make and rear in the said Chamber, over the said Kitchin, one other Chimney of Brick-work, with a Parell of stone thereto in the breast of that Chimney, which shall ascend out of the said Kitchin, and shall make and find all buttments meet for the said Chimney.

Foundation.

And further, that the said *T. A.* and *R. A.* their Executors and Assigns, shall make a good and sufficient Foundation of Brick, to, and for the said new Frame and House, which Foundation shall be 16 Inches above the Ground, and shall also sufficiently tile and cover all the said new Frame and House with

Tiling doors.

sufficient Tiles, and make all Doors, Walls, Floors and Partitions, which shall be

be needful, meet or convenient, in, and about the ſaid new Frame and Houſe; and that all the ſaid Walls ſhall be made on the inſide with Lome, and on the outſide with Lime and Hair; and that all the Timber of the ſaid new Frame and Houſe ſhall be covered on the outſide with Lime and Hair, and that the ſaid Chambers over the ſaid Hall, Parlour and Kitchin, ſhall every way jut out forward and backward, by the ſpace of 16 Inches beyond the ſaid ſeveral Rooms under them. *And* that they the ſaid *T. A.* & *R. A.* their Executors, Adminiſtrators and Aſſigns, ſhall make 2 Seelings of Lime and Hair through all the firſt and 2d Stories of the ſaid new Frame and Houſe, and ſhall find and provide all Timber-ſtuff, Workmanſhip, and other things whatſoever, meet or needful for the ſaid Premiſſes, or any of them (all Iron-work, other then Nails only except) and that all the ſaid Frame, Building, Houſe, Rooms, Chimnyes, and other things here ſpecified, ſhall be made of, and with good, ſtrong, ſeaſonable, and ſufficient Timber-ſtuff, and ſhall be well and workmanly made and done, and ſhall be fully and perfectly finiſhed, at, or before the ſaid laſt day of *M.* next comings for, and in conſideration of which ſaid new Frame and Houſe, and of all other the Premiſſes to be done, performed, and accompliſhed on the part and behalf of the ſaid *T. A.* and *R. A.* their Executors, Adminiſtrators and Aſſigns, in form aforeſaid, the ſaid *T. A.* for him, his Executors, Adminiſtrators and Aſſigns, and every of them, doth covenant and grant to, and with the ſaid *T. A.* and *R. A.* and either of them, and the Executors, Adminiſtrators and Aſſigns of them, and of either of them, by theſe preſents, That he the ſaid *T. A.* his Executors, Adminiſtrators or Aſſigns, at, or before the ſaid new Frame, and other the Premiſſes, ſhall be made, ſet up, and accompliſhed in form aforeſaid, ſhall pay, or cauſe to be paid to the ſaid *T. A.* and *R. A.* their Executors, Adminiſtrators or Aſſigns, for the making and accompliſhing of all the ſaid Work and Premiſſes as aforeſaid, the ſum of 100l. of lawful, &c. whereof the ſaid *T. A.* and his Aſſigns, to have to his and their own uſe 57l. and the ſaid *R. A.* his Executors and Aſſigns, to have to his and their own uſe 43l. &c.

Jutteries.

Seelings.

Premiſſes of good ſtuffe and workmanly to be wrought.

Conſideration mony to be paid in a form limited.

An Indenture of Covenants, where Carpenters have bargained to pluck down an old Houſe, and build a new by a day in a certain form preſcribed.

This Indenture, &c. Between *R. P.* Cit. and L. of *L.* on the one part, and *T. P.* and *T. M.* Cit. and C. of *L.* on the other part, *Witneſſeth*, That it is covenanted, granted, bargained, concluded and agreed, by, and between the ſaid Parties, in manner and form following, *That is to ſay*, That the ſaid *T.* and *T.* for them, their Executors and Adminiſtrators, and every of them, do Covenant, &c. in manner and form, as hereafter in theſe preſents, from Article to Article doth ſhew and follow, *That is to ſay*, That the ſaid *T.* and *T.* their Executors or Aſſigns, at their own proper Coſts and Charges, before the 6th of *M.* next, &c. ſhall take down to ground all the Timber, and Carpenters work of

Take down the old building.

of all that old Frame of those Tenements of the said *R.* in *B.* Street in the Parish, &c. now in the Occupation of the said *R.* containing in length, from North to South, 50 Foot, or thereabouts; and then shall assign the Plat to the Bricklayers, for the Foundation of a new Building in the same place to be erected, and on the said Plat, at their said Costs and Charges, shall, before the 6th of *J.* next, &c. well and workmanly, and of good, sound, and strong Timber of Oak, competent and sufficient for such a Building, and of convenient scantling, and in good proportion, erect, build, and set up, and fully finish one new Frame, intire and perfect in all things belonging to Carpenters Work, of the length of 50 Foot as aforesaid, or thereabouts, as shall fitly and aptly supply the place wherein the said old Frame doth stand, and to be in height 2 Stories, and one Garret, with 2 Floors of good and sound somers and joists of Oak, well framed and laid (Boords for the said Floors only to be found at the Charges of the said *R.* his Executors, Administrators.) And the neather Story of the said new Frame to be in widness from the ou side, Plat to Plat 17 Foot, and in height 9 Foot, or above, and the 2 Story to jut to the Street one Foot and 8 Inches, and to be in widness 18 Foot and 8 Inches, and to be in height 8 Foot, and the neather Story to be divided into an Entrey, a Kitchin, and a Hall, a Buttery, and a Parlour, and the upper Story into 3 Chambers, according to a Plat which the said *T. T.* have thereof delivered to the said *R.* drawn in Paper, and that there shall be in the said Hall-room, towards the Street, one bay Window of 8 Foot broad of fair wrought Marvils, with a transcent, and of convenient heighth, and other like bay Window in the same Room, towards the West, of 6 Foot in breadth, and a cleer Story adjoyning to the North side of the said bay-Window towards the stree-, and one other bay-Window in the said Parlour-Room, with fair wrought Marvils, and a Transcent towards the Street, to be 8 Foot broad, and a cleer Story, with a Transcent in the West side of the same Parlour-Room of 4 Foot in breadth; and also that the said *T.* and *T.* at their like Charges as aforesaid, shall make one stair to lead out of the said Hall-Room into the Story above, with one cleer Story of 2 Foot and a half in the Frame, to give light to the same stair, and another cleer Story of 2 Foot in breadth, to give light to the Buttrey aforesaid, and in the Street side of the Kitchin o[illegible] cleer Story, with a Transcent of 9 Foot in breadth, and in the Chamber over the Kitchin, on the Street-side, one bay-Window with Transcent and wrought, to be of 6 Foot wide, and a cleer Story adjoyning to the North side thereof, of 4 Foot wide, and one other like cleer Story on the West side of the same Chamber, of 4 Foot wide, and in the Chamber over the Hall, towards the Street, one bay-Window, &c. and in the Chamber over the Parlour, 2 fair shutting Windows, &c. And it is bargained and agreed between the said Parties, for them, their Executors and Administrators, that the Ground-plats of the said Frame to be newly built, shall be 8 Inches thick, or above, and in breadth 9 Inches, or above; and all the principals shall answer accordingly, and that there shall be 3 Dormants in the East side of the Garret resting directly over the bay-Windows of the 2d. Story, containing 8 Foot in widness apiece, and the Windows in the said Dormants to be four Foot wide apiece; and also Falling-Windows to shut in the same, and all the East side of the same new Frame from the Ground to the top of the Dormans, to be

Assign the plat to the Bricklayers, for the Foundation.

Set up a new frame.

Length.

Twostories and a Garret high.

Floores, widness and height of the stories.

Division of the stories into Rooms, according to a plat drawn.

Windows in the Hall and Parlour.

Stair out of Hall, to ascend.

Light to the stair.

Windowes to the Kitchin and Chambers.

The thickness and breadth of the grounds plats and quality of the principals.

Dormants and Windows in the Garrat.

be punchiond & ſpace of good order and well framed, and alſo that the neather ſtory of the ſaid new building on the Weſt ſide to be punchiond and ſpaced as aforeſaid, and all the ſaid new frame duly to anſwer in all things to ſuch a plat as aforeſaid, which the ſaid *T.* and *T.* have already thereof delivered ready drawn to the ſaid *R.P.* as aforeſaid, all the partitions and doors to be neceſſary into the ſaid new frame likewiſe to be made and finiſhed in the ſame by the ſaid *T.* and *T.* or their Aſſigns, at their own coſts and charges aforeſaid, before the 6th of *J.* next, &c.

The Street ſide of the building to be punchiond and ſpace.

The frame to anſwer the plat Doors and Partitions.

For and in conſideration of which ſaid Bargains, Covenants, Promiſes, Articles and Agreements of the part of the ſaid *T.* and *T.* by them, their Executors and Adminiſtrators well and truly to be performed, fulfilled and kept, the ſaid *R.* hath paid in hand to the ſaid *T.* and *T.* at the enſealing hereof, 25 l. &c. of and for the which 25 l. the ſaid *T.* and *T.* doth releaſe and acquit the ſaid *R.* and his Executors, by theſe preſents.

Conſideration for the Building.

A Sum in hand.

And, The ſaid *R.P.* for him, &c. doth Covenant &c. to pay *moreover* to the ſaid *T.* and *T.* their Executors or Adminiſtrators other 25 l. in form &c. *that is to ſay*, at the firſt erecting of the ſaid new frame, 12 l. 10 s. and at the clear finiſhing of the Premiſſes other 12 l. 10 s. the full and clear agreement for the bargain above ſpecified. Saving only that it is agreed between the ſaid parties, That if the ſaid *T.* and *T.* or the Survivor of them, will upon their Faith and Conſciences ſay and affirm, at the clear finiſhing of the Premiſſes in form aforeſaid, that they then are loſers by the ſaid Bargain, that then upon ſuch ſaying and affirmation of the ſaid *T.* and *T.* or of the Survivor of them, he the ſaid *R.P.* his Executors or Adminiſtrators, upon reaſonable requeſt therefore made, ſhall and will freely give to the ſaid *T.* and *T.* or to the Survivor of them, the Sum of 4 l. of &c. as of the clear gift and free good will of the ſaid *R.*

The reſt at dayes.

If the Workmen be loſers, then to have 4 l. more given them.

And the ſaid *T.* and *T.* covenanteth, &c. That they the ſaid *T.* and *T.* or the Survivor of them, ſhall begin to erect and ſet up the ſaid new frame, at or before the laſt of *A.* next, &c. without fraud or further delay. *In witneſs, &c.*

Articles of Agreement amongſt Creditors, for levying their debts due by their Debtor.

ARticles *Tripartite* Indented of Agreements made and agreed upon the 16th day of *M.* in the 23. year, &c. Between the Creditors of *M.F.* late Cit. and M. of *L.* deceaſed, whoſe names together with their debts to them ſeverally owing by the ſaid *M.* are ſpecified in a ſeveral Schedule to every part of theſe preſents ſeverally annexed on the firſt part; and *A.M.* Cit. and M. of *L.* a Creditor alſo of the ſaid *M.* on the 2d. part; and *E.F.* of *L.* Wid. late wife of the ſaid *M.F.* on the 3d. part, in manner and following, *That is to ſay*;

Firſt,

First, The said Creditors, and every of them have agreed, and by these presents do agree to and with the said *A. M.* and *E. F.* that the said *A.* shall and may have and take the Administration of all the Goods, Chattels and Credits which were of the said *M. F.* deceased, according to the Ecclesiastical Laws of this Realm, thereof to dispose and administer according to the tenure of these present Articles, and not otherwise.

2. *Item*, That in consideration of such Pains as the said *A.* shall take about the said Administration, upon his true and reasonable account thereof making before such Auditors as the said Creditors, or the more part of them shall assign to take the said account, shall have allowance of all his reasonable costs and charges, as well by Suits of Law as otherwise, by him to be defrayed about the said Administration, and moreover 4 d. of every 20 s. in value whereof he shall Administer: *And also*, that the said *A.* at every Dividend making shall and may retain for his own debt owing by the said *M. F.* such rate and portion according to the quantity of his debt, as he shall divide and pay to the other Creditors according to the quantity of their debts severally.

3. *Item*, *Whereas* there are 2. several Recognizances of 400 *l.* apiece, wherein the said *M.* and others for the only debts of the said *M.* did stand bound to *W. L.* deceased, for payment of 600 l: and one other Recognizance wherein the said *M.* stood bound to *L. D.* of *L.* for discharging of 200 l. That first before any Dividend making, and so soon as money may and shall be made of the goods, chattels, and debts, of the said *M. F.* deceased to be Administred, the said *A. M.* shall pay to the Administrators of the said *W. L.* towards the satisfaction of the said 600 l. 2 s. of every pound thereof; that is to say, 601: and to the said *L.* towards the satisfaction of the said 200 l. 2 s. of every pound thereof, *that is*, 20 l. over and above their several portions upon the Dividend to be had, with the several Creditors aforesaid.

4. *Item*, That the said *A.* shall likewise before any Dividend pay to the said *E. F.* for satisfaction of her Title of Dower in the late Mansion-House of the said *M. F.* scituate in St. *L.* Lane in *L.* 40 l. or so much Stuff to that value, and for the Funeral charges of the said *M.* 38 l. 12 s. 6 d. and also shall deliver to the said *E.* to her own use, or suffer her to detain and keep to her own use and behoof, all her Apparel and Ornaments belonging to her body, and such o her things as she and the Creditors have agreed, as may appear by Writing under their Hands.

5. *Item*, That before any Dividend, the said Creditors or some of them, with the said *A. M.* do pay, or take order with *C.* for the debt to him owing by the said *M. F.* for the duty of the Kings Majesties Custome.

6. *Item*, That the said *A.* so soon as reasonably may be, after the Letters of the said Administration to him had, with and by the consent, and in the presence and oversight of *W. S.* Hab. *H. R.* Mer. *J. C.* Hab. and *R. B.* Mar. or 3. of them, shall cause all the goods, chattels and debts within the Realm of *England* which were of the said *M.* at his decease to be viewed, cast and prised by indifferent persons, and a true Inventory thereof to be made according to the usual Custome in such cases used in the City of *L.*

7. *Item*,

7. *Item*, The ſaid *E.* for her part ſhall and will uſe all her beſt endeavour to the revealing of all and ſingular the Goods, Chattels, and Debts of the ſaid *M.* to the ſaid *A. M.* and the other perſons aforeſaid without any default or delay on her behalf.

8. *Item*, That after the ſaid Goods, Chattels and Credits of the ſaid *M.* ſhall be ſo viewed, caſt and praiſed, and an Inventory thereof made as aforeſaid, and by the firſt 5. Articles of theſe preſents conſidered of, and provided for, according to the true meaning thereof: That then as well firſt to the ſatisfying of the Contents of the ſaid 5. Articles, and the Contents of every of them, as then afterward towards the equal payment of all the ſaid Creditors, the ſaid *A.* ſhall by the conſent and overſight of the ſaid *W. S. H. R. J. C.* and *R. B.* or any 4. of them, make ſuch ſpeedy ſale to the beſt value of all the Goods and Chattels which were of the ſaid *M.* within the Realm of *England*, other then of ſuch as be appointed for the ſaid *E.* as aforeſaid, and make ſuch ſpeed to gather in, and get ſuch debts as were owing to the ſaid *M.* as he reaſonably can or may do, and then the Contents of the firſt 5. Articles firſt provided unto, and ſatisfied, according to the true meaning of the ſame, ſhall from time to time proportion and divide all the reſt that ſhall be come to his hands at any time, of the Goods, Chattels and Debts of the ſaid *M.* unto every of his ſaid Creditors rate and rate-like according to the quantity of their ſeveral debts, and upon reaſonable requeſt and proof of their ſeveral reaſonable acquittances for their particular Receits, ſhall and will make to every of them undelayed payment accordingly from time to time, as often as he the ſaid *A.* ſhall have any thing whereof ſuch Dividend may be made, till all the ſaid Creditors ſhall be paid and ſatisfied of their ſaid debts, if the Goods, Chattels and Debts of the ſaid *M.* will ſo far extend.

9. *Item*, It is agreed, That the ſaid *H. R.* ſhall enjoy all ſuch goods and debts which were of the ſaid *M. F.* and which the ſaid *H.* hath now attached beyond the Seas, the ſame to be towards the payment of ſuch debts, as the ſaid *M.* did owe there to be paid to the ſaid *H*; and thereof the ſaid *H.* ſo ſoon as may be, to ſhew the Account to the ſaid *A. M.* and 6, 4, or 3. of the ſaid Creditors at the leaſt; and if more be recovered beyond the Seas by the ſaid *H.* of the goods or debts of the ſaid *M.* then the debt which the ſaid *M.* did owe, to be paid there to the ſaid *H*; that then he will accept the overplus in part of payment of his debt in *England*, and remain Creditor here in *England*, for ſo much the leſs to charge the Adminiſtrator of the ſaid *M. F.*

10. *Item*, That none of the parties aforeſaid ſhall or will do or procure any thing to be done by any Suit, Action, or Attachment againſt the ſaid Adminiſtrator, or any other within the Realm of *England*, whereby the performance of theſe Agreements ſhall or may in any part be impeached, Troubled, Let, or Hindred, and that every of them ſhall diſſolve and relinquiſh all and every former Suits and Attachments whatſoever had or made, which ſhall or may let or prejudice the true fulfilling of the ſaid Agreements contained in theſe preſents, or any of them.

11. *Item*,

11. *Item*, The ſaid *A.M.* doth agree to take upon him the ſaid Adminiſtration, and thereof to Adminiſter truly and faithfully according to theſe preſent Articles. And that if there ſhall come ſufficient to his hands to ſatisfie all the Creditors of the ſaid *M. F.* that then if any thing ſhall remain to him moreover and above this Agreement, that then upon reaſonable requeſt and diſcharge thereof to him given, he will truly yield all that ſo remaining moreover unto the ſaid *E. F.* for her own uſe, the ſaid *E. F.* upon the receipt thereof putting in reaſonable Surety to the ſaid Adminiſtrator with her own Bond to repay the ſame, or ſo much thereof as ſhall be lawfully and truly recovered by any other Creditor of the ſaid *M.*

12. *Item*, If any other Creditor or Creditors of the ſaid *M.F.* not party to theſe Articles of Agreement, do at any time Commence any Action or Suit againſt the ſaid *A.M.* as Adminiſtrator of the Goods and Chattels of the ſaid *M. F.* and that the ſaid Creditor or Creditors ſhall thereby lawfully without practice, fraud or covin, recover any of their debts againſt the ſaid Adminiſtrator. Then it is further agreed, That if the Creditors aforeſaid, parties to theſe preſents, whoſe debts by reaſon and means of this Agreement ſhall be in part paid accordingly, ſhall then out of their ſeveral Dividends, allow, ſatisfie and pay part and part-like unto the ſaid *A.M.* ſo much of their parts, purpar and proportion as ſhall be received upon this Agreement, to ſatisfie and diſcharge the ſaid debt, damages and coſts thereof, ſo to be lawfully recovered whatſoever the ſaid *A.* contributing according to his rate toward the ſame.

13. *Item*, It is further agreed, That if any other the Creditors of the ſaid *M.F.* not party to this Agreement, do Commence any Suit or Suits againſt the ſaid Adminiſtrator, then the ſaid Adminiſtrator ſhall thereof give notice and Certificate unto the ſaid Creditors parties to this preſent Agreement, or to two of them at the leaſt, to the end they may joyn with the ſaid *A.* in defence of the ſaid Suit whatſoever, for the beſt and common commodity of all the ſaid Creditors.

All and ſingular which Agreements aforeſaid, and every Article and Clauſe thereof, every one of the parties aforeſaid on their ſeveral behalfs, as far as in them reaſonably ſhall be, for them and their ſeveral Executors and Adminiſtrators, do covenant, grant, and promiſe to and with all and every other of the parties aforeſaid, and their ſeveral Executors and Adminiſtrators, well and faithfully to hold, do, accompliſh and perform without any fraud or deceit. In *witneſs whereof* to one part of theſe preſents remaining towards the ſaid Creditors, the ſaid *A. M.* and *E. F.* have ſet their Seals, and to the 2d part thereof remaining with the ſaid *E.F.* the ſaid Creditors, and the ſaid *A. M.* have, &c. And to the 3d. part, &c. The ſaid Creditors, and *E.F.* &c.

Article

Articles of Agreement between Debtors and their Creditors, about Compoſition for Debts.

ARticles of Agreement indented, had and made the 16th day of *D. &c.* Between *G. H.* of *B.* Marchant, and *H. I.* partner with the ſaid *G.* in their Trade and Traffique on the one part, and all thoſe their Creditors, Inhabitants of the City of *L.* who have ſubſcribed their names to theſe Preſents on the other part, for and touching the ſeveral Debts which the ſaid *G.* and *H.* or either of them, do owe unto their ſaid Creditors, or to any of them, as hereafter in theſe Preſents, is particularly expreſſed and declared, *viz.*

FIrſt, where the ſaid *G. H.* hath conſtantly affirmed and alledged unto the ſaid Creditors, that the ſaid *G.* and *H.* have lately loſt in their ſaid Trade and Traffique, to the value of 3629 *l.* 15 *s.* 4 *d.* and have ſhewed forth particulars thereof in writing, with further affirmation alſo, that their Creditors in the North parts of this Realm, already have agreed, and thoſe their Creditors of the Weſt parts will alſo immediately conclude and agree, with them for all their Debts in like form and manner, to the agreement made by theſe Preſents, upon and under condition, that the Affirmations and Allegations aforeſaid, ſhall be found to be true, and in no part fained and untrue: All the ſaid Creditors of the City of *L.* and every of them ſeverally, have agreed to accept and take only after the Rate of 10 *s.* upon every pound of the ſeveral Debts to them ſeverally owing by the ſaid *G.* and *H.* to be paid to them in form following, *viz.* One 3d part thereof on the 26. of *J.* which ſhall be in the year of our Lord God, according to the computation, &c. The ſecond third part thereof on the 26. of *J.* &c. and the 1 ſt third part thereof on the 26. of *J.* &c.

Item, The ſaid *G.* and *H.* have promiſed and agreed to and with the ſaid Creditors, parties to theſe preſents, and to and with every of them, that they the ſaid *G.* and *H.* before the laſt day of *J.* next coming, ſhall make, Seal and deliver to every of the ſame their Creditors of *L.* ſeveral Bonds, by their lawfull and ſufficient Obligations, with penalties of double the value of their ſeverall Debts, according to this preſent agreement, to be paid in manner and form aforeſaid; and that every of the ſaid Bonds, and the Conditions of the ſame, ſhall be to ſuch effect in Law, that upon default of any of the ſeveral payments therein to be mentioned, or of any part thereof, the ſame Obligation ſhall become forfeit.

And further the ſaid *G.* and *H.* have agreed and promiſed, that they, nor either of them ſh ll at any time before full payment had and made of all their Debts, according to their Agreement made by theſe preſents, ſue or procure, receive or put in practiſe any manner protection, prohibition, ſtay or defence,

which shall bar, prejudice or hinder the said Creditors or any of them, to have, recover or receive, their several debts according to this agreement, and the several penalties of the several Bonds to be made as aforesaid, if they or any of them shall fortune to be forfeit as well against the said *G.* and *H.* as also against their Heirs, Executors and Administrators.

Item, The said *G.* and *H.* have further promised and agreed, that they, nor either of them shall depart this Realm, nor in any place within this Realm conceal or keep themselves secret, or use the defence of any priviledged place, against their said Creditors of the City of *L.* or any of them, but from time to time shall be ready upon Request, or other notice, to yield their bodies to their said Creditors, or any of them, until they shall have duly paid and contented to them and every of them their several Debts to them severally growing payable by force of this agreement. *And* that for the performance of this Article, the said *G.* and *H.* before the 2d day of *F.* next coming, shall become bound to the same their Creditors, with sufficient Sureties with them of &c. by their lawful and sufficient Writing Obligatory to the said Creditors or some of them, before the said 2d day of *F.* whole and safe to be delivered.

Item, The said Creditors of the City of *L.* have agreed severally every one for his own part, that the said *G.* and *H.* and their Executors, from the Sealing and delivery of these new Bonds, by them severally to be Sealed and delivered as aforesaid, shall stand acquitted and discharged against every such Creditor, upon his Receipt of the new Bond, of and for all the old debt to him due by the said *G.* and *H.* or either of them, and that then every of the same Creditors, so receiving such new Bond, shall deliver to the said *G.* or *H.* all such old Bonds as they now have of the said *G.* and *H.* or either of them, to be cancelled; and also that the said Creditors or any of them in the mean time, shall not between this and the said 2d day of *F.* sue, vex or molest in the Law, the said *G.* and *H.* or either of them.

Item, For and in consideration of so great pity and favour by the said Creditors, extended towards the said *G.* and *H.* in the Premisses, they the said *G.* and *H.* and every of them, have agreed and promised for themselves, their Executors and Administrators, that if ever hereafter it shall please God to make them able thereunto, that they will make full Recompence to all and every their said Creditors, of and for so much of their several Debts aforesaid, as now by force of this agreement, and tenor of these Presents, do stand to them acquitted and discharged.

And finally, as well the said Creditors of the City of *L.* parties to these Presents, as also the said *G.* and *H.* for themselves, their Heirs, Executors and Administrators, and every of them, have agreed and promised together every of them severally for his own part one to another, that they and every of them, his Heirs, Executors and Administrators for his own part, so far as toucheth and concerneth the same, shall and will truly and uprightly perform, fulfil and accomplish the agreements, promises and conclusions specified in these Presents, according to the true meaning hereof, without any manner of Fraud or Covin.

In

In witness whereof to one part of these Presents, remaining with the said *G.* and *H.* the said Creditors of the City of *L.* so many as hath agreed to the Premisses, that is to say, *F. B.* and *A. N.* Citizens and Aldermen of L. Dame *I. W.* of L. Wid. *A. G.* Citizen and Ironmonger of L. *W. R. C. H.* &c. Citizens and Marchant-Taylors of L. *R. H.* and *T. B.* Citizens and Cloathworkers of L. *F. H.* and *J. R.* Citizens and Drapers of L. and *G. H.* of the same City Salter, have severally subscribed their names, and set their Seals, and to the other part of these Presents, with the same Creditors remaining, the said *G.* and *H.* have set their Seals: *Given*, &c.

An Indenture where a Citizen of London *dyeth, having divers Debts owing him beyond the Sea, his Executor covenanteth with his wife, (who is to have a 3d part thereof) to set his Factor to gather them in, and alwayes as they shall be gotten, to answer the Woman her part accordingly.*

THis *Indenture*, &c. Between *A. C.* of *L.* Wid. late the Wife of *J. C.* Citizen and Iron-monger of *L.* deceased on the one part, and *H. S.* Executor of the last Will and Testament of the said *J. C.* on the other part, *Witnesseth*, That where there are Debts which were owing to the said *J. C.* at the time of his decease, and payable at of *Hamburgh*. in the parts beyond the Sea in *Flemish* money, amounting to the Summe of 1879 *l.* and 4 *s.* of that money which is all grown due to have been paid before this time, whereof one full 3d part, that is to say, 626 *l.* 8 *d.* *Flemish*, by the Custom of this City of *L.* doth belong and appertain to the said *A.* It is now covenanted, concluded and agreed between the said *A.* on the one part, and the said *H. S.* on the other part, for themselves, their Executors and Administrators, Factors, Deputies and Attorneys, in manner and form following, *That is to say*, That the said Summe of 1879 *l.* 4 *s.* *Flemish*, shall be set down and rated in the Inventory to be made here in *England*, of his Goods, Chattels and Debts, at 24 *s.* *Flemish*, to every pound *English*. In consideration whereof, the said *H. S.* doth covenant and promise to give, present and direct order, to *T. B.* who hath now the doing of the business of the said *A.* at *Hamburgh* aforesaid, to collect and gather in the said money there payable with all expedition, and that upon request, the said *T. B.* shall weekly, from week to week, declare and give true Report to such person or persons, as the said *A.* shall appoint to require the same, how much of the same debt he hath received the week before, or otherwise at any time, and the day of the Receipt thereof and of whom the same and every part thereof was received, and what there doth remain thereof unpaid, to the intent, the same *A.* may have plain understanding to require her just part thereof, to be due as aforesaid.

And further, that he the said *H. S.* his Executors, Administrators, Agents, Deputies or Attorneys, shall from time to time, upon every particular Receipt

of the ſaid Debt 1879 *l.* 4 *s. Flemiſh*, or any part thereof, content or pay, or cauſe to be contented and paid to the ſaid *A.* her Executors or Adminiſtrators, here in this City of *L.* at her dwelling-houſe, her full 3d part of all and every ſuch Sum or Sums ſo received as aforeſaid, within 2. months next after any ſeveral Receipt of the ſame, in lawful Engliſh money; *That is to ſay*, For every 23 *s.* 8 *d. Flemiſh*, 20 *s.* Engliſh: *Provided always*, and yet nevertheleſs, it is further covenanted and agreed between the ſaid parties, that if at any time after the expiration of 2. months next following, from the date of theſe Preſents, the ſaid *A. C.* ſhall lawfully conſtitute and appoint her Attorney for her and in her name, to take and receive of the ſaid *T. B.* or of any other Deputy or Attorney, to remain for the ſaid *H.* at *H.* aforeſaid, the reſidue of ſuch part of the ſaid debts as then ſhall be due, and remain unpaid to the ſaid *A.* or for her uſe, that then the ſaid *T. B.* or other ſaid Deputy or Attorney of the ſaid *H.* ſhall upon reaſonable Requeſt to be made by the ſaid Attorney of the ſaid *A.* well and truly content, and pay to the ſame Attorney, for the uſe of the ſame *A.* all the ſaid reſidue of her part aforeſaid, of the ſaid Debts in *Flemiſh* money there in *H.* from time to time as it ſhall be received, without fraud or Covin: *In Witneſs*, &c.

An Indenture between the Overſeers of a Will, and one that marieth the Wife, and Executrix of the deceaſed, concerning the Children Portions.

THis *Indenture*, &c. Between *J. C.* Miniſter of the *French* Church, and *E. H.* of *L.* Stationer, Overſeers of the Teſtament of *G. G.* deceaſed, on the one part, and *I. de H.* of *L.* Hat-maker, on the other part, *Witneſſeth*, That whereas the ſaid *G.* on the 25th day of *J.* in the 7th year of the Reign, &c. did make and declare his laſt Will and Teſtament in writing, and thereby amongſt other things, after his Debts, Funerals, and Legacies paid, did give the one Moyety of all his Goods, as well on this ſide as beyond the Seas, to his Son *I.* (who is now deceaſed) and to the Child which his Wife then went with (who now is living, and is named *E.*) willing that if one of thoſe Children did deceaſe, that then the other ſhould inherit the part and portion of the ſo deceaſing; Willing *moreover*, that if his Wife ſhould marry again, that then the Childrens Portions ſhould be at the diſpoſition of the Overſeers; And that if both his Children ſhould deceaſe, that his Wife ſhould have all, and that ſhe ſhould ſhew her ſelf pitiful to the poor of the *French* Church, as by the ſaid Teſtament amongſt other things will appear.

And now, for and in conſideration of Marriage to be had and ſolemnized between the ſaid *I. de H.* and *E. G.* late the Wife of the ſaid *G. G.* and Executrix of his laſt Teſtament aforeſaid, and for the faithful performance of the ſaid Teſtament of the ſaid *G.* duly to be performed, according to the Tenor and effect thereof.

The ſaid *I. de H.* for him, &c. covenanteth, &c. to and with the ſaid *J. C.* and *L. H.* their Executors and Adminiſtrators, and every of them by theſe Preſents,

ſame, That he the ſaid *I. de H.* at or before the 29. of *S.* now next coming, ſhall well and truly deliver, or cauſe, &c. into the Ordinaries Court (where of right it belongeth) a true and faithful Inventory of all the Goods, Chattels, and Debts whatſoever, and whereſoever, that were of the ſaid *G.* or to him were owing at the time of his deceaſe: And alſo a true Copy of the ſaid Inventory, to the ſaid *I. C.* and *L. H.* before the ſame day, plainly and legibly written. *And* that he the ſaid *I.* his Executors or Adminiſtrators, ſhall and will, well and truly pay, or cauſe, &c. to the ſaid *E.* Daughter of the ſaid *G.* and of the ſaid *E.* his Wife, in good and lawfull money of *England*, at the day of her Marriage, or of the age of 21 years, firſt happening, or ſooner, to any other perſon or perſons for her uſe, and to ſuch further uſe as is appointed by the Teſtament of the ſaid *G.* if the ſaid *I. C.* and *L. H.* ſhall think it ſo meet, and ſo aſſign and appoint the full Moyety, and one half of the full value of all the ſaid Goods and Chattels which were of the ſaid *G.* (the Debts by him owing, and the charges of his Funeral, and his Legacies given by him in his ſaid Teſtament, firſt being deducted and abated from all the whole Goods which were of the ſaid *G.*) And that if it do fortune the ſaid *I. de H.* to deceaſe, and the ſaid *E.* the Mother him to ſurvive; That then he the ſame *I.* ſhall leave to the ſaid *E.* the Mother, ſo much in Goods, Chattels, and ready money, of the proper Goods of the ſame *I. de H.* which ſhall come to the hands, cuſtody, uſe, and free enjoying of the ſaid *E.* to her own uſe and commodity, as by the leaſt ſhall amount and come to the value of one full Moyety of all the ſaid Goods and Chattels, which were of the ſaid *G.* her late Husband. *And* if it do fortune the ſaid *E.* the Mother to deceaſe, leaving no more or other Children of her Body begotten, then only the ſaid *E.* her Daughter, that then the ſaid *I.* his Executors or Adminiſtrators, ſhall further yield and deliver to be paid to the ſame *E.* the Daughter, at the ſaid time of her Marriage, or age of 21 years firſt hapning, 20*l.* of &c. over and above her part and portion aforeſaid, and then immediately upon the deceaſe of the ſaid *E.* the Mother, or within 6. months after the ſame deceaſe, ſhall deliver and beſtow the ſame *E.* the Daughter, and all her ſaid part and portion, where the ſaid *I.* and *L.* or the Survivor of them, or their Executors ſhall appoint and think convenient: *And* that then alſo the ſaid *I.* his Executors or Adminiſtrators, ſhall moreover give and pay unto *A. B.* the Siſter of the ſaid *E.* the Mother of the ſame *A.* be then living 10*l.* of &c. and other 10*l.* to &c. if the ſame &c. be then living: And that if it do fortune the ſaid *E.* the Daughter to deceaſe, and the ſaid *I. de H.* and the ſaid *E.* his Wife, her to ſurvive, that then the ſaid *I. de H.* or the ſaid *E.* his Wife, or their Aſſigns, ſhall within, &c. next following the deceaſe of the ſaid *E.* the Daughter, give and pay to, and amongſt the poor people of the *French* Church of *Le.* 20 Marks of &c. And alſo that if it do fortune both the ſaid *E.* the Mother, and *E.* the Daughter to deceaſe, and the ſaid *I. de H.* them to ſurvive, that then he the ſaid &c. ſhall and will give, and pay unto &c. and unto &c. *In Witneſs*, &c.

An Indenture of Covenants amongſt 3. perſons having a Leaſe, that every of them ſhall bear a 3d part of Rent and all Charges, &c.

THis Indenture tripartite, made, &c. between *P. C.* Cit. and Skinner of *L.* on the firſt part, and *T. L.* Cit. and Merchant-Taylor of *L.* on the 2d part, and *T. R.* Cit. and Skinner of *L.* on the 3d part, *Witneſſeth*, That *whereas* the ſaid parties are, and ſtand poſſeſſed of, and in, the Meſſuage, Inne, and Tenement called the *S.* ſcituate and being in the Pariſh of St. *C.* nigh the Temple-Bar, in the County of *M.* and of and in all and ſingular Houſes, Buildings, Shops, Cellars, waſt Grounds, Entries, Iſſues, Wayes and other Commodities, Rents and Profits to the ſame belonging: *That is to ſay*, Every of them, of a full 3d part of all and ſingular the Premiſſes, into 3. equall and even portions to be divided, for and during the ſeveral terms hereafter mentioned; *That is to ſay*, For and during the term of 13 years, mentioned and granted, in and by a certain Indenture of Leaſe, dated &c. made by one *M. M.* Wid. to the ſaid *P. C.* of and touching the Premiſſes, which Term did commence at the Feaſt of *C.* &c. then laſt paſt, before the date of the ſaid Term, and for and during the Term of 30 years, mentioned and granted in, and by the Letters Patents of our ſaid Soveraign Lord the Kings Majeſty, under his Highneſs great Seal of *England*, dated, &c. Granted by our ſaid Soveraign the Kings Majeſty, to *C. H.* Eſq; of and in the Premiſſes, as by the ſaid Indenture of Leaſe, and Letters Patents aforeſaid, and ſundry other Conveyances thereupon had and made, more at large it doth and may appear.

It is now covenanted, granted, concluded and agreed by and between the ſaid parties, and every of them; and every of them ſeverally by himſelf, and for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant to and with each other of them, his Executors, Adminiſtrators and Aſſigns, by theſe Preſents, That they and every of them for himſelf, and the Executors, Adminiſtrators and Aſſigns of every of them, for his, their and every of their parts, ſhall not only well and truly content and pay, or cauſe, &c. the full 3d part and portion of all and ſingular ſuch yearly Rents, as are reſerved in and by the ſaid Indenture of Leaſe, and Letters Patents aforeſaid, or either of them, at the dayes, times and places limited and appointed for the payment thereof, and that from time to time, for and during all the ſaid ſeveral Eſtates, and Terms of years before mentioned; But alſo ſhall at all times hereafter, and from time to time, for and during all the Terms aforeſaid, pay, bear, allow, and diſburſe every one of them, the full 3d part and portion of all ſuch Sum and Sums of money, and other charges whatſoever, as ſhall grow due or payable, or ſhall be convenient or neceſſary to be born or paid, for the reparations of the Premiſſes, or for recovery or defence of the Title thereof, or of any parcel thereof.

And

And also shall condescend and agree to all and every such Actions, Suits, and other Act and Acts which shall be necessary or convenient to be attempted, prosecuted or done, for touching or concerning the Premisses, or any part or parcel thereof, tending to the profit or benefit of the said Parties: And shall not do, procure, or cause to be done, any Act or Acts, Thing or Things, whereby, or by reason whereof, the Estate, Interest, Title, or Term of years, of the said other Parties, or any of them, of, and in the Premisses, or any parcel, shall, or in any wise may be impaired, hindred, determined, avoided or forfeited, except it be by and with the consent and agreement of each other of them, in that behalf first had and obtained in Writing, under his or their Hands and Seals: *In witnesse, &c.*

An Indenture of Covenants, where 5 persons have laid out a sum of Money upon a Lease in Mortgage; That every of them shall have equal and rateable benefit in the Lease, &c.

THis Indenture *quinque-partite* made, &c. between *W. D.* of *L.* Alderman, on the first part, *M. C.* of *L.* aforesaid Alderman, on the 2d part, *A. S.* of *L.* aforesaid Mercer, on the 3d part, *T. A.* of *L.* aforesaid on the 4th part, and *W. G.* of *L.* aforesaid Iron-Monger, on the 5th part, *Witnesseth*, That whereas the Right Honourable *H.* Earl of *H.* by his Indenture of Lease, dated 21. of *J.* now last past, for, and in consideration of making assurance to the Parties aforesaid, their Executors and Assigns, for the payment of 6000 l. &c. to them to be paid at any time within 6 years next after the date of the sure Indenture of Lease, hath demised, granted, and to Farm-letten unto the said Parties, all that his Mannor and Lordship of *A.* in the County of *A.* with all and singular the Appurtenances, and all Lands, Tenements, Rents, Reversions, Services and Hereditaments whatsoever, to the said Mannor belonging or appertaining, or occupied, used, demised or leased, as part, parcel, or member of the same, or reputed, taken, counted or known, as any part or member thereof: *To Have and to Hold* the same Mannor, &c. unto the Parties aforesaid, their Executors and Assigns, from the day of the date of the said Indenture of Lease, for, and during the term of 100 years, without any manner of Rent therefore paying, under the condition in the said Indenture mentioned and declared, which is for the sure payment of the said Sum of 6000 l. to the Parties aforesaid, their Executors or Administrators to be paid, as by the said former Indenture plainly, and at large may and will appear.

And whereas, the said Sum of 6000 l. is not yet fully paid by the said Parties, to the said Earl, or his Deputy or Deputies, in his Name, to his Lordships use, as he shall have need thereof, or of any part thereof; either of the said Parties themselves, or some of them, or else some other unto whom the said Parties, or some of them, shall become bound for the payment thereof.

Now, to the intent it may alwayes appear, What, and how much the said Earl, or any for him, or in his Name heretofore hath had or received, or hereafter

after ſhall have or receive of the ſaid Sum of 6000 l. at the hands of the Parties aforeſaid, or any of them; They, the ſaid Parties, have accorded with the ſaid Earl, to make a ſeveral Roll indented betwixt every of the ſaid Parties ſolely by himſelf on the one part, and *C. S.* Gent. Servant of the ſaid Earl, and now Agent of his buſineſs here in *L.* on the other part. In which ſeveral Rolls, ſhall be ſeverally expreſſed, all ſuch Sum and Sums of money, as ſuch party keeping ſuch Roll hath lent, delivered, or been bound for, or hereafter ſhall lend, &c. in the behalf of the ſaid Earl, as ſhall be otherwiſe payable by the ſaid Earl, to ſuch party to ſuch Roll as aforeſaid. *And*, to the intent, that the ſaid Parties amongſt them all, ſhall not defraud, or charge themſelves for the ſaid Earl, upon the aſſurance of the Leaſe aforeſaid, with any more money, or further then the ſaid 6000 l. ſhall ſuffice to ſatisfie all and every the ſaid Parties, their Executors and Adminiſtrators, as well for the principal Debts and Bonds by them made, or to be made as aforeſaid: As alſo for all Intereſts, for the forbearing of any the Sum or Sums of mony aforeſaid, the ſaid Parties, and every of them, for himſelf, his Executors, Adminiſtrators and Aſſigns, doth covenant and grant, to, and with all and every the other of the ſaid Parties, and their ſeveral Executors and Adminiſtrators, in manner and form following; *That is to ſay*, That every of them, for his ſeveral party, upon every reaſonable Requeſt and Requeſts of any other of the ſaid Parties, his Executors, Adminiſtrators or Aſſigns, ſhall and will ſhew forth to the party, his Executors, Adminiſtrators or Aſſigns, making ſuch Requeſt, his part of the Roll indented aforeſaid, ſo as He or They making ſuch Requeſt, may ſee, peruſe, and read the Contents thereof. And that none of the Parties aforeſaid ſhall defray upon the Aſſurance of the ſaid Leaſe, for his one ſeveral part above the ſum of 1000 l. untill he ſhall firſt have made the ſaid other Parties privy thereof.

To make no Surrender.

And alſo, they the ſaid Parties, or any of them, or their ſeveral Executors or Adminiſtrators, ſhall not make any Surrender of the ſaid Leaſe, or any Releaſe, Acquittance, or other Diſcharge, of, or for the ſaid ſum of 6000 l. or any part thereof, or knowledge any Receipt thereof, or of any part thereof, in, or to the avoiding or determining of the ſaid Leaſe, without the Joynt aſſent and conſent, in, and by Writing of all the other Parties, their Executors, Adminiſtrators or Aſſigns.

And alſo, that if any of the ſaid Parties do happen to deceaſe before he ſhall be fully and truly paid, and ſatisfied by the ſaid Earl, his Heirs, Executors, Adminiſtrators or Aſſigns, of, and for all and every ſum and ſums of money to be contained and expreſſed in his part, of ſuch Roll indented as aforeſaid, towards him the ſame party remaining, That then the Survivors, and the Survivor of all the ſaid Parties, his Executors, Adminiſtrators and Aſſigns, ſhall aſſent, agree and ſuffer, that the Executors and Adminiſtrators, of every ſuch party ſo deceaſing, having any ſum or ſums of money unpaid, and expreſſed in ſuch his part of ſuch Roll Indented, with him remaining as aforeſaid, ſhall, and may have and enjoy ſuch Benefit, Advantage and Commodity, of, and by the ſaid Leaſe, and the Mannor and Lordſhip, Lands, Tenements and Hereditaments, with their Appurtenances thereby demiſed as aforeſaid, as the ſaid party ſo deceaſing ſhould and might, or in right and equity ought to have had or taken thereof or thereby,

hereby, if all the ſaid Parties ſhould have lived together: and they, and any of them had made no manner of Grant, Alienation, or Encumbrance of the Premiſſes, or any part thereof: *And finally*, every party of the parties aforeſaid for himſelf, &c. doth Covenant, &c. to, and with, &c. *Ut pre antea Covent.* That they, the ſaid Parties, nor any of them, their Executors, Adminiſtrators or Aſſigns, ſhall do, knowledge, or conſent unto, or cauſe to be done, knowledged, or conſented unto any Act or Acts, Thing or Things, which ſhall or may hinder, barr, or prejudice the other parties, or any of them, or their ſeveral Executors or Adminiſtrators from the Premiſſes, or any part thereof, which they, or any of them, in equity and conſcience might or ought to have, to all, and every which ſaid Covenants, Articles and Agreements aforeſaid, on the ſeveral behalfs of every of the ſaid parties, his Executors and Adminiſtrators, truly to be kept with every other of the ſame parties, their ſeveral Executors and Adminiſtrators, of every of the ſame Parties, doth bind himſelf unto every other of the ſaid Parties in the ſum of 2000 Marks of, &c. by every other of the ſaid Parties, by their Executors and Adminiſtrators, ſeverally to be had and recovered againſt him of the ſaid parties aforeſaid, his Executors and Adminiſtrators, which, for, and on his or their own part ſhall make default, to perform the Covenants, Articles and Agreements aforeſaid, or any of them, according to the intent and true meaning of theſe Preſents, *In Witneſſe*, &c.

None to do any thing to prejudice the other.

Obligation.

An Indenture, where one having taken a Leaſe of a Shop, and bought a ſtock of Wares therein upon Credit, for which Wares A. B. *giveth his Bond; the Buyer for* A. B. *his Indempnity Aſſigneth him the Leaſe, and entreth Covenant; that if he himſelf make default in payment,* A. B. *ſhall enter inter into the Shop, and ſeiſe all the Wares for payment of the Debt.*

THis *Indenture*, &c. between *T. C.* and *W. C.* Cit. and Haberdaſhers of *L.* on the one part, and *J. C.* Cit. &c. on the other part, *Witneſſeth, That whereas W. S.* Merchant-taylor of *L.* by his Indenture of Leaſe, bearing Date, &c. Hath Demiſed, &c. unto the ſaid *T.* and *W. C.* all that Shop, with a little Yard, and 2 Warehouſes lying behind the ſame, late in the Occupation of *R. N.* Leatherſeller, and now in the Tenure of the ſaid *T.* and *W.* which have been parcels of the now Manſion, or Dwelling-Houſe of the ſaid *W. S.* ſet, lying, and being in *W.* in the Pariſh of *A.* within the City of *L.* together with certain Implements, Ware-cheſts, Shelves, and leaden Weights, at this preſent remaining within the aforeſaid Shop and Warehouſes, particularly expreſſed and mentioned in a Schedule indented, to the ſaid former Indenture annexed, (except, as in the ſaid former Indenture is excepted) *To Have and to Hold* the ſaid Shop, little Yard, Warehouſes and Implements (except before excepted), unto the ſaid *T.* and *W.* their Executors and Aſſigns, from the day of

Recitation of the Demiſe made to the Aſſignors.

The Habend.

of the date of the said former Indenture, unto the last day of *D.* then next coming, and from the same last day of *D.* unto the end and term of 4 years from thence, &c.

And whereas also the said *W.* by the said former Indenture, hath bargained and sold to the said *T.* and *W.* a stock of Haberdashers Wares, amounting in the value of 200*l.* for, and in consideration whereof, and of the demise aforesaid, and other things in the said former Indenture specified, the said *T.* and *W. C.* have by the same Indenture covenanted and granted, to pay to the said *W. S.* and his Executors, divers sums of lawful, &c. at divers several dayes yet to come, at the said Mansion-house of the said *W.* *That is to say*, on the last day of *D.* now next coming 7*l.* and yearly after the same last day of *D.* during 4 years, from thence next following, for the Rent of the Premises demised by the said former Indenture 42*l.* of &c. on the Feast dayes of the Annunciation, &c. or on the 20th day, alwayes next and immediately insuing every of the Feast dayes aforesaid, by eaven portions, and in full recompence, satisfaction and payment, of, and for all the said stock of Wares 200*l.* of, &c. in manner and form following, &c. as by the said former Indenture containing divers other Covenants and Articles, more at large will appear. *And whereas* the said *J. C.* at the special and earnest Request of the said *T.* and *W.* with them, by one Obligation, bearing date as the said former Indenture, is become joyntly and severally bound to the said *W. S.* in the summ of, &c. of lawful, &c. for the performing, fulfilling, and observing of all and singular Covenants, Grants, Articles, and Payments mentioned in the said former Indenture, for, or on the part of the said *T.* and *W.* their Executors and Administrators, to be observed, performed, or fulfilled, as by the same Obligation and Condition thereof, more plainly may and will appear. Now the said *T.* and *W.* for, and towards the indempnity, and clear keeping harmless of the said *J. C.* his Heirs, Executors, Administrators, and every of them, of, and from the said Obligation, and of, and from all Demands, Costs, Losses, Damages, or Troubles thereby or thereof to grow or arise, to, or against them, or any of them, by reason or means of the said Obligation, have given, granted, aliened, bargained and sold, and by, &c. do give, &c. unto the said *J. C.* and his Assigns, for their own use, all the Estate, Right, Title, and Interest whatsoever, which they the said *T.* and *W. C.* have, or either of them hath, of, in, and to the said Shop, &c. in as large and ample manner as they the same had of the demise of the said *W. S.* as above in these presents is recited, together with the said former Indenture containing the same Demise; and the said *T.* and *W.* Covenant, &c. That they the said *T.* and *W.* their Executors and Administrators, shall and will from time to time, truly pay, or cause, &c. to the said *W. S.* his, &c. all and singular the said sums of money, at the place, day and time, wherein the same shall be severally payable, in manner and form above recited, without any default to be made of, or in payment of any of the same sums of mony, or of any part thereof, contrary to the tenor and effect of the said former Indenture, and that the said *J. C.* his Executors and Administrators, shall, and may lawfully and quietly, from time to time, from henceforth, till the end of the said 4 years, enter into the said Shop,

And,

Yard and Warehouses, seen to, and peruse all the Wares in the same; and that at all times the said *J. C.* his Executors or Administrators, shall make requests thereof to the said Shop, the said *T.* and *W.* or the Survivor of them, shall shew and maintain to the said *J. C.* their whole Estate, and all their Books of Accounts, without any fraud or covin; and that if the said *T.* and *W.* their Executors and Administrators, shall make default in payment of any summe aforesaid, or of any part thereof to the said *W. S.* his Executors, &c. when the same shall be due, or if upon view of the Estate, and accompts of the said *T.* and *W.* or of the Survivor of them; it shall appear, that they, or the Survivor of them, shall be insufficient to observe and keep their Payments due behind to the said *W.* and his Executors, that then it shall and may be lawful to the said *J.* his Executors and Administrators, to enter into, and possess the said Shop, Yard, Warehouses, Implements, Warechests and Weights, and to sell and possess all the stock of Wares in the said Shop and Warehouses then to be found, for, and towards the satisfaction of such of the sums of money aforesaid, as then shall remain unpaid to the said *W. S.* his Executors and Administrators, without any let, resistance, fraud, deceipt, or covin therein to be done or used to the contrary by the said *T.* and *W.* or either of them, their Executors, Administrators, or any of them; and if the said *T.* and *W.* their Heirs, Executors and Administrators, and every of them, for his and their part, shall hold, keep, and fulfil towards the said *J. C.* his Executors, Administrators, all and singular Covenants, Grants, Articles and Agreements aforesaid, on their, or any of their parts to be holden, kept or performed, according to the true and true intent of these presents to the said *J. C.* Covenanted, &c. to, and with, &c. that then one single Obligation of, &c. of the date of these Indentures, wherein the said *T.* and *W.* are bound, to the said *J. C.* shall be utterly and utterly void and frustrate, and of no manner of force, strength or effect, *In witness, &c.*

An Indenture of Covenants between a Man and a Woman to be married, where the Husband doth Covenant not to defeat the Wife of a third part of Goods after the Custom, and to suffer her to make a Will, dying before him; and where the Woman hath assured Copy-hold Land, and entreth Covenants for warranty.

THis *Indenture Tripartite, &c.* between *E. E.* Cit. and Grocer of *L.* on the first part, and *E. H.* & *H. J.* Cit. and Mercers of *L.* on the 2d part, and *E. F.* of *L.* Widow on the 3d part, *Witnesseth*, That for, and in consideration of a Marriage to be shortly had and solemnised between the said *E. E.* and *E. F.* It is covenanted, granted, concluded, condescended, and fully agreed, by, and between the said parties, to these presents, in manner and form following, *That is to say*, That the said *E.* for him, his Heirs, Executors, Administrators and Assigns, and every of them covenanteth, &c. to, and with the said *E. H.* and *H. J.* and either of them, their, and either of their Executors and Administrators, and every of them, by these presents, That he the said *E. E.* hath not at any time heretofore done,

done, nor shall at any time hereafter do or consent to any Act or Thing, by fraud or covin, to the intent to defeat the said *E.* of such part and portion of the Goods, Chattels and Debts of the said *E. E.* as by the Law and Custom of the City of *L.* to her should, or might have been due, incident or belonging, as Wife to the said *E.* if the said Act or Thing had not been had or done.

And further, that she the said *E.* shall, or may at any time during the Coverture between her and the said *E.* without any let or disturbance of the said *E.* or any other, by his means make and declare her Will or Testament, and thereby, or by any other Writing by her subscribed, give, bequeath, assign, or appoint to any person or persons, any sum or sums of money, so as the same exceed not in the whole the value of 500 Marks, of, &c. And that if he the said *E.* do over-live the said *Elizabeth*, that then he his Executors or Administrators, shall and will within convenient time, next after reasonable Request in that behalf to be made, execute and perform, or cause, &c. the same her Will or Testament, Gift, Bequest, Assignment or Appointment, to any value not exceeding in the whole the sum of 500 Marks, according to the true meaning of the said Will or Writing. And whereas she the said *E.* for, and in consideration of the Premisses, hath heretofore surrendred all that the customary Messuage or Tenement, with the Appurtenances, now being in the Tenure or Occupation of *M.* Citizen and Alderman of *L.* or his Assigns, scituate, lying and being in *H.* in the County of *M.* and all and singular other her customary Messuages, Lands, Tenements and Hereditaments whatsoever, with their Appurtenances, in *H.* aforesaid, being parcel of the customary Lands of the Manor of *H.* Parsonage, into the hands of the Lord of the said Mannor, to the use of the said *E. E.* for, and during all the term of his natural life, and from and after his decease, to the use of the said *E. F.* for and during all the term of her natural life. And from and after the deceases of the said *E.* and *E.* to the use of the right Heirs of the said *Edward* for ever.

And whereas it is further agreed between the said *E.* and *E.* that all other Lands, Tenements or Hereditaments, either Free-hold or Copy-hold, whereof she the said *E.* hath, or shall have any Estate of Inheritance, shall be assured to the like uses, as have been before mentioned.

Now the said *Elizabeth* doth Covenant, &c. That she the said *E.* shall and will at all times, during the life of the said *Edward*, at such time and times, whersoever the said *Edward* shall think meet, upon reasonable Request in that behalf to be made, and at the Costs and Charges in the Law of the said *Edward*, sufficiently convey and assure to such person or persons, and their Heirs, as the said *Ed.* shall name or appoint, to the only use and behoof of the said *E.* and *E.* and of the Heirs and Assigns of the same *Edward* for ever, absolutely, without any condition, all such Lands, Tenements and Hereditaments, either Free-hold or Copy-hold, whereof she the said *E.* hath, or is intituled to have, any Estate of Inheritance, by Custom, or otherwise, accordingly as by the said *Edward*, or his Learned Council shall be devised or advised.

And further, the said *E. F.* covenanteth &c. with the said *E. E.* his, &c. that all and singular the said Messuages, Lands, Tenements and Hereditaments, as well Free-hold as Customary, with their Appurtenances, and every

part and parcell thereof; now be, and from time to time and at all times hereafter shall remain and continue clearly discharged, or otherwise sufficiently saved harmless, of and from all Gifts, Grants, Bargains, Sales, Leases, Surrenders, Forfeitures, Seisures, cause and causes of Forfeiture or Seisure, and of and from all other Charges, &c. had made, done, or consented unto, or to be had, &c. by the said *E. F.* or by any other person or persons by her assent, consent, means, commandment or procurement, except one Lease by her made to the said *M. C.* for one term, which shall expire within one year now next ensuing, of the said Messuage or Tenement with the Appurtenances now in his occupation.

And also that if she the said *E.* do over-live the said *Edward*, that then she or any other person or persons by or under her Assent, Consent, Means, Title, Commandment or Procurement, other then the Heirs and Assigns of the said *Edward*, shall not at any time, during her natural life, do commit or consent unto any manner of Act or Acts, Thing or Things whatsoever, either directly or indirectly, whereby all or any of the said Customary Messuages, Lands, Tenements or Hereditaments, or any Part or Parcel of any of the same, shall or may be forfeited, lost or incumbred.

And moreover, the said *Elizabeth*, for her, &c. Covenanteth with the said *Edward*, his, &c. That if after the said Marriage had and solemnized, she the said *Eliz.* do over-live the said *Edw.* That then she shall not have or claim, nor go about to have or obtain, at any time during her natural life, any manner of Dowes, Joynture or Estate, by reason of the said Marriage between her and the said *Edward*, of or in any of the Lands which the said *Edward* now hath, and is presently seised of, or any part or parcel of the same. *In witnesse*, &c.

An Indenture of Covenant between the Patron and Vicar.

WItnesseth, That *H.B.* Patron of the Vicaridg of *P.* Have had and received before the Ensealing hereof of *W.S.* Clerk, Vicar of *P.* aforesaid, the Sum of &c. given unto me the said *H.B.* by him upon meer good will, and not by any promise or agreement to be paid by the said *W.S.* either directly or indirectly to me the said *H.B.* or to any other to my use before the Admission, Institution and Induction of the said *W.S.*: Whereupon I the said *H. B.* for me and my Heirs, &c. do covenant, &c. to and with the said *W.S.* by these presents, That he the said *W.S.* shall or may from time to time, and at all times hereafter during the term of his natural life, peaceably and quietly have, hold, and enjoy the said Vicaridg of *P.* together with all Oblations, Obventions, Tythes, Glebe-Lands, Rights, Profits, and Appurtenances to the same belonging, without any Let, Hinderance or Disturbance of me the said *H. B.* or of any other person or persons claiming by, from, or under me the said *H. B.* or by my consent or procurement.

A Covenant, that is shall continue discharged of Pensions, &c.

DEEDS.

A Deed of Gift referring to a last Will, with a Clause for power of Revocation.

BE it *known to all men* by these presents, That I *R. H.* of &c. for divers good Causes and Considerations me moving, and namely, for the settling and disposing of such Goods and Chattels, as God hath blessed me withall, for the advantage and preferment of my Wife and Children after my death, in such manner and form, as is hereafter, and in my last Will and Testament shall be mentioned, expressed, and declared: And for the preventing of Questions and Controversies, that might arise or grow amongst my said Wife and Children touching the same, to their great losse and prejudice, if either I should not dispose thereof in my life-time, but leave them to the disposition of the Laws in this behalf, or else only Bequeath the same by Will, according as it is my special desire and mind that the same should go and be bestowed; *Have* given and granted, and by this my present Deed of Gift, do give, grant and assign unto my well-beloved Friends, *R. H.* Son, *R. B.* of &c. and *T. B.* of &c. all and singular my Leases and Terms of years, Plate, Money, Coin, And all and singular my Goods and Chattels, Moveables and Unmoveables, real and personal, of what Name, Nature, or Quality soever, wheresoever, or in whose hands or custody soever, or in what place or places soever they or any of them be, or by what Means or Title they are, or have been come unto me from or by *E. H.* deceased, my late Brother, or by my own Means or Industry, or otherwise by any wayes or means whatsoever: *To have and hold* the said Leases, Plate, Money, Coine, Goods, and Chattels, and every part and parcell thereof to the said *R. H.* &c. their Executors and Administrators, to the Use and Behoof of my last Will and Testament, and to such Uses, Intents, and Purposes, and under such Provisions and Conditions, and to the Use and Behoof of such person and persons, for such time and terms, and in such manner and form, as by my last Will and Testament shall be thereof mentioned and expressed, limited and declared; And to no other Use, Intent, or Purpose in any wise.

And moreover know yee, That I the said *R. H.* have put the said *R. H.* &c. in full and quiet possession of all my said Leases, Plate, Money, Coyn, Goods, and Chattels whatsoever, by the delivery of 4 d. of currant lawful English money,

money, unto the ſaid *R. H.* the Son,&c. in the name and by the way of poſſeſſion, of all and ſingular the Premiſſes mentioned to be given by theſe preſents.

Provided, That if I the ſaid *R. H.* at any time or times hereafter during my natural life, ſhall deliver or tender to be delivered unto the ſaid *R. H.* the Son, *R.B.* &c. or any of them, the Sum of 12 d. of lawful Engliſh money, thereupon declared, that it is my Will and Mind, and with intent to make void and fruſtrate this preſent Deed, that then and from thenceforth this preſent Deed and Gift, and every Clauſe, Article, and Branch thereof or therein, ſhall be utterly void and fruſtrate, and that then and from thenceforth it ſhall be lawful for me the ſaid *R.H.* again, *To have, hold*, enjoy and diſpoſe of the ſaid Goods, Chattels, and Premiſſes, and every part and parcel thereof, according to my own will and pleaſure, as freely and liberally as if theſe preſents had never been had or made, any thing contained in theſe preſents, to the contrary notwithſtanding. *In witneſſe*,&c. Power of Revocation.

A Deed for the having of a part out of ones Adventure ratably.

TO all *Chriſtian People*,&c. I *A. B.* Cit. and Gent. of *L.* ſend Greeting,&c. *Whereas* I the ſaid *A. B.* have received and had the day of the date hereof of *C. D.* Cit. and S. of *Lond.* the Sum of &c. of &c. to come in Adventure with ſuch part and portion, as I the ſaid *A. B.* have or ought to have in the Voyage of *A.N.* with the 3. Ships called &c. ratably according to the proportion of the ſaid Sum of &c. *Now know yee*, That I the ſaid *A. B.* do covenant, promiſe, and grant to and with the ſaid *C. D.* his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, That he the ſaid *C.D.* his Executors, Adminiſtrators, or Aſſigns, ſhall have, receive, take and enjoy to his and their own proper uſe out of the part, portion, and Adventure of the ſaid *A. B.* in the Ships aforeſaid, and every or any of them an equal part and portion after the Rate of 10 l. as aforeſaid, of all ſuch Treaſures, Goods, Merchandizes, Commodities, and other things, as ſhall be had, gotten, or obtained in the ſaid Voyage with the ſame Ships or any of them, in ſuch Rate and in as ample manner and form as I the ſaid *A. B.* ſhall, may, or ought to have, take and receive for the like Sum of 10 l. without Fraud or Covin. *In wit-neſſ*, &c.

A Deed declaring the uſe of a Fine which was acknowledged by R. M. *to* J. A. *and* M. P. *of* 2. *parcells of Land which were conveyed to each of them by* 2. *ſeverall Deeds.*

THis *Indenture* made, &c. Between *J. A.* &c. of the one part, and *M. P.* &c. of the other part. *Whereas R. M.* of &c. *C. P.* of &c. at and by the Requeſt and appointment of the ſaid *R. M.* by one Indenture bearing date, &c. made between the ſaid *R. M.* and *C. P.* of the one part, and the ſaid *J. A.* of the other part, Have for the Conſideration therein mentioned, Conveyed unto the ſaid *J. A.* his Heirs and Aſſigns for ever, All that &c. *And whereas* the ſaid *R. M.* and the ſaid *C. P.* at and by the Requeſt and appointment of the ſaid *R. M.* by one other Indenture bearing date &c. made between the ſaid *R. M.* and *C. P.* of the one part, and the ſaid *M. P.* of the other part, have for the Conſideration therein mentioned, Conveyed unto the ſaid *M. P.* his Heirs and Aſſigns for ever, all that &c. *And whereas* the ſaid *R. M.* in Trinity Term in the 17th year of *Car.* 1. &c. hath levied and acknowledged one Fine *Sur Conuſance de droit come ceo*, &c. unto the ſaid *J. A.* and *M. P.* and the Heirs of the ſaid *J. A.* of the ſaid Meſſuage, Lands, and Premiſſes, by the name of 1. Meſſuage, 1. Barn, 1. Orchard, 1. Garden, and 8 Acres of Land with the Appurtenances in *A.* aforeſaid; ſince which Fine acknowledged as aforeſaid, the ſaid *R. M.* is deceaſed.

Now this Indenture witneſſeth, And it is hereby declared, covenanted and Agreed, and it is, and at the time of the levying of the ſaid Fine it was, the true intent and meaning of all the Parties to the ſaid Fine, and to theſe preſents, That the ſaid Fine, and execution thereof, as to, of, for, and concerning the ſaid parcel of Ground, &c. with the Appurtenances, ſhall be in ure, and was, and is, and ſhall be adjudged, conſtrued, and taken to be, to and for the ſole and only uſe, benefit, and behoof of the ſaid *J. A.* and of his Heirs and Aſſigns, and to no other uſe, intent or purpoſe whatſoever. And that the ſaid Fine and the Execution thereof, as to, for, and concerning the ſaid Meſſuage called, &c. and the reſidue of the Premiſſes therewith compriſed, with the Appurtenances, was, is, ſhould be in ure, and ſhould be, and ſhall be adjudged conſtrued and taken to be to and for the ſole and only uſe, benefit, and behoof of the ſaid *M. P.* and of his Heirs and Aſſigns for ever, and no other uſe, intent or purpoſe whatſoever. *In witneſs*, &c.

A Deed to ſatisfie Debts out of Lands.

THis Indenture made &c. Between *T.E.* of *S.* Eſq,&c. of the one part, and *R.S.* of *M.* in the County of *Y.* Gent. *M. M.* of *B.* in the ſaid County of *T.* Gent. of the other part, *Witneſſeth*, That the ſaid *T. E.* for and in conſideration of a Competent Sum of Money to him in hand paid by the ſaid *R.S.* and *M. M*: *As alſo*, in conſideration and to the intent that the ſaid *R.S.* and *M. M.* ſhall ſatisfie and pay out of the Rents, Iſſues and Profits ariſing out of or by reaſon of the Mannors &c. hereafter mentioned, All ſuch Debts as in the Schedule hereunto annexed are expreſſed, or at leaſt ſo much thereof as the clear Rents, Iſſues, and Profits of the ſame ſhall amount unto during the term hereafter expreſſed, and for diſcharge of the payments, ſums and truſts hereafter mentioned, Hath demiſed, Leaſed, granted, bargained, ſold, and to Farm letten; *And* by theſe preſents doth demiſe, leaſe, grant, bargain, ſell, and to Farm let unto the ſaid *R.S.* and *M.M.* their Executors, Adminiſtrators, and Aſſigns, all his the ſaid Mannors, Meſſuages,&c. within the ſame County, together with all and ſingular Wayes, Waters &c. to the ſaid Premiſſes, or to any of them in any wiſe belonging or appertaining, or therewithall now or commonly demiſed, uſed, occupied or enjoyed, or accepted, reputed, had, taken, or known as part, parcell, or member of the ſame, or of any part thereof; And the Reverſion and Reverſions, Remainder and Remainders of the Premiſſes, and of every part thereof, And all Rents and yearly profits, Sum or Sums of Money whatſoever, reſerved upon any Demiſe or Demiſes of the ſame, and of every or any part thereof, or upon any Demiſe or Demiſes of all and every, or any part thereof, or upon any Demiſe or Demiſes of all and every the Iron-Works and Furnaces aforeſaid, or in reſpect of any Wood or Woods, cord or cords of Wood. *And alſo*, full and free power to ſell, cut down, and diſpoſe of the Woods, Under-Woods, Trees, Timber-Trees, and other Woods ſtanding, being, or growing upon the ſaid Premiſſes, and every or any part thereof, *To have and to hold* the ſaid Mannors, Meſſuages,&c. And all and ſingular other the Premiſſes mentioned or intended to be hereby demiſed, granted, bargained and ſold, with all and ſingular their Appurtenances, unto the ſaid *R.S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, from the date and making hereof, for and during the full end and term of 8. years, from thence next following fully to be compleat, finiſhed, and ended; *Yielding* and paying yearly therefore unto the ſaid *T. E.* his Heirs and Aſſigns, no other Farm or Rent but only one Red-Roſe in the time of Roſes, if the ſame be demanded; Upon truſt and confidence nevertheleſs, that they the ſaid *R.S.* and *M.M.* their Executors, Adminiſtrators, and Aſſigns, ſhall yearly ſatisfie and pay out of the Rents, Iſſues and Profits of the aforeſaid Premiſſes, unto *A.* now wife of the ſaid *T.E.* the Sum of 200 l. yearly, for her Maintenance and Supportation during the ſaid Term.

Provided always, That the ſaid Lady *A.* ſuffer the ſaid Leſſees to enjoy

the ſaid Premiſſes, without the interruption of her, or any other perſon or perſons claiming by, from, or under her. And alſo to the 2. Children of the ſaid *T. E.* or the Survivor of them, the Sum of 50 l. yearly for their maintenance and ſupportation of them and the Survivor of them during the ſaid Term, *Provided*, That they, or the Survivor of them ſuffer the ſaid Leſſees to enjoy the ſaid Premiſſes, without the interruption of them, or the Survivor of them, or of any other perſon or perſons claiming by, from, or under them or the Survivor of them; which ſaid payments are to be yearly paid at the Feaſt of St. *J.* and St. *A.* by equal portions. *And alſo*, upon truſt and confidence that they the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, ſhall imploy and beſtow all the clear Rents, Iſſues and Profits ariſing out of or by reaſon of the ſaid Premiſſes, and every and any part thereof, over and beſides the ſaid 200 l. yearly, or over and beſides ſuch part thereof, as ſhall belong or be due and payable unto the ſaid Lady *A*, or to the ſaid Children of the ſaid *T. E.* and over and beſides the reaſonable charges and expences of the ſaid Truſtees to, for, and towards the payment of ſuch debts of the ſaid *T. E.* as are mentioned in the Schedule hereunto annexed, and to, for, and towards the payment of ſuch Intereſt as is or ſhall be due for the ſame, according as the Rents, Iſſues, and Profits ſhall ariſe out of the ſaid Premiſſes, and according as they or the Survivor or Survivors of them, his or their Executors or Adminiſtrators, can contract and agree for the ſame with the Debtors in the Schedule hereunto annexed expreſſed, their Executors or Adminiſtrators.

And the ſaid *T. E.* for him, his Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them, doth covenant, agree, and grant to and with the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, by theſe preſents, That they the ſaid *R. S.* and *M. M.* their Executors, and Adminiſtrators, and every of them, ſhall and may lawfully, peaceably and quietly at all times during the ſaid Term, upon and to the truſt and confidence above, in, and by theſe preſents expreſſed, have, hold, occupy, poſſeſs, and enjoy the ſaid Mannor, Meſſuages, &c. and all and ſingular other the Premiſſes, with their and every of their Appurtenances, without the lawful let, ſuit, trouble, eviction, diſturbance, moleſtation, or incumbrance whatſoever of the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming by, from, or under him, them, or any of them.

And the ſaid *R. S.* and *M. M.* do for them, their Heirs, Executors, Adminiſtrators, and Aſſigns, and for every of them covenant, promiſe, agree, and grant to and with the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe preſents, That they the ſaid *R. S.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, and every of them, ſhall and will at all times during the term aforeſaid, imploy and beſtow all the Rents, Iſſues and Profits ariſing out of or by reaſon of the aforeſaid Premiſſes, and every or any part thereof, to the uſes, intents, and purpoſes above in and by theſe preſents expreſſed, and to no other uſe, intent, and purpoſe whatſoever. *In witneſs*, &c.

A

A Deed of Truſt to pay Annuities, and to provide for Wife and Children, and to pay Legacies.

THis *Indenture Tripartite* made &c. Between the Right Honourable *T.* Earl of *B.* of the firſt part, and *B. W.* of *A. H.* in the County of *S.* Eſq; *H. D.* of *B.* in the County of *Y.* Eſq; of the 2d part; and of *S.* in the County of *B.* Eſq; and *M. M.* of *H.* in the ſaid County of *Y.* Gent. of the 3d part: *Whereas* the ſaid *T.* Earl of *B.* by his Indenture bearing date the day before the date hereof, and made between him the ſaid *T.* Earl of *B.* of the one part, and *B. W.* and the ſaid *H. D.* of the other part; Hath, for the conſideration of 10 *l.* of lawful *Engliſh* money, granted, bargained, ſold, demiſed, and to Farm letten, unto the ſaid *B. W.* and *H. D.* all thoſe the Mannors or Lordſhips of *C.* alias *B.* &c. *To have and to hold* the ſaid Mannors, Meſſuages, &c. and all other the Premiſſes, with their and every of their Appurtenances, unto the ſaid *B. W.* and *H. D.* their Executors, Adminiſtrators, and Aſſigns, from the Feaſt of St. *M.* laſt paſt, before the date thereof, for and during one whole year from thence next enſuing, fully to be compleat and ended, at and under the Rent of one Pepper-Corn, as by the ſaid Indentures appeareth: By force and vertue whereof, the ſaid *B. W.* and *H. D.* are now lawfully poſſeſſed of the ſaid Mannors, Meſſuages, &c. for the term aforeſaid. *Now* this Indenture *Witneſſeth*, That the ſaid *T.* Earl of *B.* for the natural love and affection, which he beareth unto the Right Honourable the Lady *A. C.* of B. his Wife, and unto *L. S.* Son and Heir-apparent of the ſaid Earl; and unto the Lady *A.* Daughter of the ſaid Earl: And alſo unto *E. S.* Brother of the ſaid Earl; and for the ſetling of the Mannors, Lands, and Premiſſes, and to and for the Uſes and Eſtates hereafter following, and for divers other good Cauſes and Conſiderations him thereunto moving, hath granted, remiſed, releaſed, ratified, and confirmed, and by theſe preſents doth grant, remiſe, releaſe, ratifie, and confirm unto the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns, all the aforeſaid Mannors: *To have and to hold* the ſaid Mannors &c. and all and ſingular other the Premiſſes, to the ſaid *B. W.* and *H. D.* their Heirs and Aſſigns for ever, to the uſes, intents, and purpoſes, and ſubject to the Proviſoes, Payments, and Conditions hereafter following; and for and to none other uſe, intent, or purpoſe whatſoever; (*That is to ſay*) to the intent and purpoſe, that the ſaid Lady *A. C.* of *B.* and her Aſſigns, ſhall and may have, hold, enjoy, receive, perceive, and take one Annuity or yearly Rent of 2000 *l.* to be iſſuing, going forth and out of the ſaid ſeveral Mannors, and all other the Premiſſes yearly, and every year, during the natural life of the ſaid *C.* at the Feaſts of St. *M.* and *Pentecoſt*, or within 21 days after either of the ſaid Feaſts, by even and equal portions; the firſt payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt happen, next after the death of the ſaid *T.* Earl of *B.* the ſaid Annuity or yearly Rent of 2000 *l.* to be paid at, or within the &c. of *J. J.*

in the County of *M.* and if it ſhall happen, that the ſaid Annuity or yearly Rent of 2000 *l.* or any part thereof, or parcel, to be behind or unpaid, in part or in all, by the ſpace of 21 days, next after either of the ſaid Feaſts, whereupon the ſame ought to be paid as aforeſaid; That then to this intent and purpoſe, that the ſaid *C.* and her Aſſigns, for and during the natural life of the ſaid *C.* ſhall and may ſo often have, enjoy, receive, perceive, and take, as a Pain, the Sums of 10 *l.* a moneth, for every moneth that the ſame ſhall be behind or unpaid.

And it is the further Agreement of all the ſaid Parties, to theſe preſents; that if the ſaid Annuity or yearly Rent of 2000 *l.* or any part thereof, ſhall be behind or unpaid, in part or in all, at any of the times or days of payment, whereon the ſame ought to be paid as aforeſaid; That then it ſhall and may be lawful, to and for the ſaid *C.* and her Aſſigns, at any time during her natural life (as often as the ſaid Annuity or yearly Rent of 2000 *l.* or any part thereof, ſhall be behind and unpaid), for to enter into the ſaid Mannors &c. and to diſtrain for the ſaid Annuity or yearly Rent of 2000 *l.* in *Nomine pœnæ* of 10 *l.* and the Arrearages of them, and the Diſtreſs and Diſtreſſes, then and there taken, to lead, drive, and carry away, and them to detain and keep, untill they ſhall be fully ſatisfied, as well the ſaid Annuity of 2000 *l.* as alſo the aforeſaid Pain of 10 *l.* and the Arrearages of them, if any ſhall be. *And* as touching and concerning the aforeſaid Mannors &c. and the Free-hold and Inheritance thereof, to the onely uſe and behoof of the ſaid *T.* Earl of *B.* and his Aſſigns, for and during the term of his natural life, without Impeachment of, or for any manner of Waſte; and from and after the deceaſe of the ſaid Earl, to the onely uſe and behoof of the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, during the time and term of 40 years, from thence next enſuing, fully to be compleat and ended: And from and after the end, or other determination of that Term, unto the onely uſe and behoof of the ſaid *J.* Lord *S.* Son and Heir-apparent of the ſaid Earl, and the Heirs of the body of the ſaid *J.* Lord *S.* lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of the ſecond Son of the body of the ſaid Earl lawfully to be begotten, and the Heirs of the body of the ſaid ſecond Son lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of the 3d Son of the body of the ſaid Earl lawfully to be begotten, and to the Heirs of the body of the ſaid 3d Son lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of all and every the Son and Sons of the Body of the ſaid Earl lawfully to be begotten, ſucceſſively one after another, according to their Seniority of Age, and Priority of Birth, and the Heirs of the Body of every ſuch other Son lawfully to be begotten; the Elder, and the Heirs of his Body lawfully to be begotten, to be always preferred before the Younger, and the Heirs of his Body lawfully to be begotten. And for Default of ſuch Iſſue, to the onely uſe and behoof of the ſaid Lady *A.* the Daughter, and the Heirs of her Body lawfully to be begotten. And for Default of ſuch Iſſue, then to the onely uſe of all and every other the Daughters of the Body of the ſaid Earl lawfully to be begotten, and the Heirs-Male of the Body of all and every other of the ſaid Daughters lawfully to be begotten. And for Default of ſuch Iſſue, to

the uſe and behoof of the ſaid *E. S.* for and during the term of his natural life; and from and after his deceaſe, to the uſe and behoof of the firſt Son of the Body of the ſaid *E. S.* lawfully to be begotten, and the Heirs of the Body of the ſaid firſt Son lawfully iſſuing. And for Default of ſuch Iſſue, to the uſe and behoof of the 2d Son &c. And for Default of ſuch Iſſue, to the uſe and behoof of the 3d Son of the Body of the ſaid *E.* &c. And for Default of ſuch Iſſue, to the uſe and behoof of all and every other the Sons of the Body of the ſaid *E. S.* lawfully to be begotten, ſucceſſively one after another, as they ſhall be in Seniority of Age, and Priority of Birth, and to the Heirs of the Bodies of every ſuch other Son lawfully to be begotten; the Elder, and the Heirs-male of his Body, to be always preferred before the younger, and the Heirs-male of his Body lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of all the Daughters of the Bodies of the ſaid *E. S.* lawfully to be begotten, and the Heirs of the Body of the ſaid Daughters lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, for and during the term of 89 years, from thence next enſuing, fully to be compleat and ended; and from and after the end, and other determination of that Term, unto the onely uſe and behoof of *T. B.* Nephew of the ſaid Earl, for and during the term of his natural life; and after his deceaſe, to the onely uſe and behoof of the firſt Son of the Body of the ſaid *T. B.* lawfully to be begotten, and to the heirs of the Body of the ſaid firſt Son lawfully to be begotten. And for Default of ſuch Iſſue, to the uſe and behoof of the 2d Son of the Body of the ſaid *T. B. ut ſupra.* And for Default of ſuch Iſſue, to the uſe and behoof of the 3d Son of the Body of the ſaid *T. B. ut ſupra.* And for Default of ſuch Iſſue, to the uſe and behoof of all and every other the Sons of the Body of the ſaid *T. B.* lawfully to be begotten, ſucceſſively one after another, as they ſhall be in Seniority of Age, and Priority of Birth, and the heirs of the Bodies of all and every ſuch other Sons lawfully to be begotten; the Elder, and the heirs of his Body lawfully to be begotten, to be always preferred before the younger, and the heirs of his Body lawfully to be begotten. And for Default of ſuch Iſſue, to the onely uſe and behoof of the ſaid Earl's true Heirs and Aſſigns for ever.

Provided nevertheleſs, And it is agreed between all the ſaid Parties to theſe preſents, That if the ſaid *C.* and all and every ſuch perſon and perſons, ſeized or poſſeſſed of any Eſtate whatſoever, of and in the ſaid Mannors, Lands, and Premiſſes, or any part thereof in Truſt, or for the onely uſe and benefit of the ſaid *C.* do not, or ſhall not, at the reaſonable Requeſt, Coſts, and Charges, of ſuch perſon and perſons, as after the deceaſe of the ſaid Earl, ſhall then be the Freehold-Tenants of the ſaid Mannors and Premiſſes, by vertue of theſe preſents, reniſe, releaſe, and for ever quit claim unto the ſaid party and parties ſo requeſting, and his and their heirs, all their and every of their Eſtate, Right, Title, Claim, and Demand whatſoever, of and unto the ſaid ſeveral Mannors, &c. and of every part thereof (the aforeſaid Annuity or yearly Rent of 2000 *l.* limited unto her as aforeſaid, onely excepted.) And that by ſuch Conveyance and Aſſurance, and in ſuch manner, as by the ſaid party and parties ſo requeſt-

ing his or their heirs; or by his or their Councel learned, shall be reasonably deviſed, adviſed, or required.

And further alſo, If the ſaid *C.* do not, or ſhall not, within one moneth next after the deceaſe of the ſaid Earl, grant, convey, remiſe, and releaſe, unto ſuch perſon and perſons, as the ſaid Earl by any Writing under his Hand and Seal by him, and teſtified in the preſence of 2 or more credible Witneſſes, ſhall nominate and appoint; or in default of ſuch nomination and appointment, do not imploy and diſpoſe the Goods, Moneys, and other perſonal Eſtate, which hath been formerly given by any Deed or Writing unto the ſaid *C.* or to any other perſon or perſons, for her uſe, by the ſaid Earl, or by his appointment, for and towards the payment of the Debts and Legacies of the ſaid Earl, and for the better and more effectual performance of the laſt Will and Teſtament of the ſaid Earl, That then and from thenceforth, the ſaid Annuity or yearly Rent of 2000*l.* ſhall ceaſe, determine, and be utterly void, to all intents, conſtructions, and purpoſes, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding.

Provided always, touching the term of 40 years limited and appointed to the ſaid *R. T.* and *M. M.* their Executors, and Adminiſtrators, of the ſaid ſeveral Mannors and Premiſſes; It is declared and agreed, That the ſaid term of 40 years ſo limited unto them, is nevertheleſs upon this Truſt, that the ſaid *R. T.* and *M. M.* their Executors, and Adminiſtrators, ſhall in the firſt place diſpoſe and imploy the Rents, Iſſues, and Profits, of the Premiſſes, towards the payment, ſatisfaction, and diſcharge of all the Debts of the ſaid Earl, and ſuch Legacies as ſhall be given and bequeathed by the laſt Will and Teſtament of the ſaid Earl, and for and towards the full and effectual performance of the laſt Will and Teſtament of the ſaid Earl.

Secondly, In caſe the ſaid Earl ſhall have any Daughters of his Body lawfully begotten, living at the time of his deceaſe, that ſhall be within the Age of 11 years, That then the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, ſhall yearly, and every year forth and out of the Rents, Iſſues and Profits of the Premiſſes, well and truly pay, or cauſe to be paid unto every of the ſaid Daughters, ſeverally and reſpectively, the ſeveral yearly Sums of 100*l.* the year, for, during, and until ſuch time and terms, as the ſaid Daughters ſhall ſeverally and reſpectively attain their ſeveral Ages of 11 years, at the days and times of payment aforeſaid, by even and equal portions; the firſt payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt and next happen after the death of the ſaid Earl. *And* if it ſhall happen, that all the ſaid Daughters, ſaving one, ſhall dye, before they ſhall attain their ſeveral Ages of 11 years; And that at or after the deceaſe of the ſaid Earl, there ſhall be but one Daughter of the body of the ſaid E. lawfully begotten, living within the Age of 11 years; That then, and from thenceforth, the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators, and Aſſigns, ſhall yearly, and every year, forth and out of the Rents, Iſſues and Profits of the Premiſſes, well and truly pay, or cauſe to be paid unto the ſaid ſurviving Daughter, the yearly Sum of 200*l.* for, during, and until ſuch time as the ſaid ſurviving Daughter ſhall attain her age of 11 years, at the Feaſts and times of payment aforeſaid, by even and equal portions; the firſt payment thereof to begin, and to be made at ſuch of the ſaid

Feaſts,

Feaſts, as ſhall firſt and next happen after the Commencement of the ſaid yearly rent of 100 *l.* *And* in caſe the ſaid Daughters or any of them, at or after the deceaſe of the ſaid Earl, ſhall have attained their Ages of 11. years, and not married, that then, and from thenceforth, the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid Daughters, ſeverally and reſpectively the yearly Rent or Sum of 200 *l.* for, during, and untill ſuch time and times as the ſaid Daughters ſhall ſeverally and reſpectively attain their Ages of 18 years, or be married, which of them ſhall firſt and next happen at the Feaſts and times of payment aforeſaid, by even and equal portions: the firſt payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the ſeverall and reſpective Commencements of the ſaid ſeverall and reſpective yearly Rents of 200 *l.* as aforeſaid. *And* if it ſhall happen, all the Daughters ſave one ſhall die, before they ſhall attain their Ages of 18 years, or be married, That then and from thenceforth the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall yearly and every year forth, and out of the Rents, Iſſues and Profits of the Premiſſes, well and truly pay, or cauſe to be paid unto the ſaid ſurviving Daughter, the yearly ſum of 300 *l.* for, during, and untill ſuch time as the ſaid ſurviving Daughter ſhall have attained her age of 18. years, or be married, which of them ſhall firſt and next happen at the Feaſts and times of payment aforeſaid, by even and equal portions: the firſt payment thereof to begin and to be made at ſuch of the ſaid Feaſts as ſhall firſt and next happen after the Commencement of the ſaid yearly Rent of 300 *l.* *And* if it ſhall happen that the ſaid Earl ſhall die, having Iſſue male of his Body, lawfully begotten, and leaving his ſaid Daughters or any of them, not married, or otherwiſe ſufficiently by ſome competent portions provided for them, upon the truſt and confidence that the ſaid *R. T.* and *M. M.* their Executors and Adminiſtrators, ſhall henceforth, and out of the Rents, Iſſues and Profits of the Premiſſes, pay unto every ſuch Daughter or Daughters of the ſaid Earl, as ſhall not be married or provided for as aforeſaid ſeverally, the ſeveral Sums of 4000 *l.* a piece, of lawful money of *England*, at the ſeveral and reſpective Ages of 18. years or dayes of Marriage, which ſhall firſt and next happen.

And if it ſhall happen, that all the ſaid Daughters ſaving one, ſhall dye before they ſhall have ſeverally attained their Ages of 18 years, or be married or provided for as aforeſaid, That then the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid ſurviving Daughter that ſhall not be married, or provided for, the Summe of 10000 *l.* of lawful money of *England*, at ſuch time as the ſaid ſurviving Daughter ſhall have attained her Age of 18 years, or be married, which of them ſhall firſt happen. *And* as touching the reſidue, and remainder of the Rents, Iſſues and profits of the ſaid Premiſſes, unto, and for the only uſe and benefit of ſuch perſon and perſons, who ought to have and enjoy the next and immediate reverſion and remainder of the ſaid Mannors and Premiſſes, after the end of other determination of the ſaid 40 years, by vertue of theſe Preſents. *And* it is agreed between the ſaid parties to theſe Preſents, that the ſaid La. A. the Daughter, her Heirs and Aſſigns, in caſe the ſaid Earl ſhall die without

Heirs males of his Body, lawfully begotten, ſhall well and truly pay, or cauſe to be paid unto the other Daughters, beſides the ſaid La. *A.* the Daughter of the Body of the ſaid Earl lawfully begotten, ſeverally and reſpectively at the place of payment aforeſaid, the full Summe of 4000 *l.* a peece, of lawfull money of *England*, at, and upon the ſeveral and reſpective Ages of 18 years, or dayes of Marriage of the ſaid other Daughters, which of them ſhall firſt happen, or at, or before the end of one year, next after the deceaſe of the ſaid Earl, in caſe the ſaid other Daughters ſhall then have attained their Ages of 18 years, or be married. *And* if it ſhall happen, that all the ſaid Daughters, beſides the ſaid La. *A.* the Daughter, ſaving one, ſhall dye before the dayes and times limited and appointed for the payment of the ſaid ſeveral Sums of 10000 *l.* as aforeſaid, and that there ſhall be but one Daughter living, beſides the ſaid La. *A.* the Daughter of the Body of the ſaid Earl lawfully begotten, That then the ſaid La. *A.* the Daughter and her Heirs and Aſſigns, ſhall well and truly pay, or cauſe to be paid unto the ſaid one Daughter, at the place of payment aforeſaid, the full Summe of 10000 *l.* of lawfull money of *England*, at her Age of 18 years, or day of Marriage of the ſaid one Daughter, which ſhall firſt happen, at, or before the end of one whole year next after the deceaſe of the ſaid Earl, without Heirs males of his Body lawfully begotten, in caſe the ſaid one Daughter ſhall then have attained her Age of 18 years, or be married.

Provided alſo, and it is covenanted, granted, concluded and agreed upon, by, and between all the ſaid parties to theſe Preſents, that if the ſaid La. *A.* the Daughter, do not, or ſhall not well and truly pay, or cauſe to be paid the ſeveral Sums of 4000 *l.* and 10000 *l.* unto ſuch perſon and perſons, and at ſuch times as the ſame was limited, and appointed to be paid by the ſaid Agreement, and according to the true intent and meaning thereof, that then, and from thenceforth, the aforeſaid Eſtate of the ſaid ſeveral Mannors and Premiſſes, out of which the 4000 *l.* and 10000 *l.* aforeſaid are limited, is appointed to be paid as aforeſaid, unto the ſaid La. *A.* the Daughter, and the Heirs of her Body lawfully to be begotten as aforeſaid, ſhall ceaſe, determine, and be utterly void. And then, and from thenceforth the ſaid *B. W.* and *H. D.* and their Heirs ſhall be, and ſtand ſeized of the ſeveral Mannors and Premiſſes, to the only uſe and behoof of all the Daughters of the Body of the ſaid *E.* lawfully begotten, and the Heirs of the Bodies of the Daughters of the ſaid *E.* lawfully begotten; and for default of ſuch Iſſue, to ſuch other uſes, intents and purpoſes, as before in theſe Preſents is thereof limited, appointed and declared; and as by the true intent, and meaning thereof, they ſhould or ought to have done, if the ſaid Eſtate limited in uſe to the ſaid La. *A.* the Daughter as aforeſaid, had not ceaſed or determined.

Provided alſo, as touching the ſaid Term of 99 years, limited and appointed to the ſaid *R. T.* and *M. M.* of the ſaid ſeveral Mannors and Premiſſes, It is declared and agreed, that the ſaid Term of 99 years ſo limited unto them, is nevertheleſs upon this truſt and confidence, that the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall yearly, and every year, well and truly pay, or cauſe to be paid, as well one Annuity, or yearly Summe of

yearly the yeare, as alſo, 8. ſeveral other Annuities of 200 *l.* the year, in manner and form following, (*That is to ſay*) one Annuity or yearly Rent of 500 *l.* unto the ſaid *C.* for and during the Term of her natural life, one Annuity or yearly Rent of 100 *l.* the year, unto *F.* Siſter of the ſaid *E.* for and during the Term of her natural life. And the other Annuity or yearly Rent of 100 *l.* the year, unto *E. C.* of *B.* in the County of *C.* Eſq; for and during the Term of his natural life. The ſaid ſeveral Annuities of 500 *l.* and 200 *l.* the year, to be paid at the Feaſt-dayes and place of payment aforeſaid, by even and equal portions: The firſt payment thereof to begin, and to be made at ſuch of the ſaid Feaſts, as ſhall firſt and next happen, after the ſaid Term of 99 years, ſhall fall, and come in poſſeſſion by vertue of theſe Preſents.

And further, That the ſaid *R. T.* and *M. M.* their Executors, Adminiſtrators and Aſſigns, ſhall forth, and out of the Rents, Iſſues and Profits of the Premiſſes limited unto them for the Term of 99 years aforeſaid, well and truly pay, or cauſe to be paid, the full Summe of 400 *l.* in manner and form following. (*That is to ſay*) 200 *l.* thereof to, and among the Children of the ſaid *F.* Siſter to the ſaid Earl, to be equally divided between them. And 200 *l.* reſidue of the ſaid 400 *l.* to and amongſt the Children of the ſaid *E. C.* to be equally divided between them, the ſaid ſeveral payments to be made within one year next after the ſaid Term of 99 years, ſhall fall and come in poſſeſſion by vertue of theſe Preſents.

Provided alſo, and it is the true intent and meaning of theſe Preſents, and of all the parties to the ſame, that it ſhall and may be lawful unto, and for the ſaid Earl, from henceforth, and at all time and times hereafter, for and during the Term of his natural life, by his Deed or Deeds in writing, to be by him Sealed and Subſcribed in the preſence of one or more Credible Witneſſes, to demiſe, grant, and to farm let unto any perſon or perſons, for any Term or number of years determinable, upon one, 2, or 3 lives in poſſeſſion, or for any other Term or Terms of years whatſoever, and upon ſuch yearly Rent or Rents as to the ſaid Earl ſhall ſeem meet, and all and ſingular the Mannors, &c. and every part thereof, with their and every of their Appurtenances. *Nevertheleſs*, it is agreed and declared, that ſuch Leaſe and Leaſes, Demiſe and Demiſes, ſhall be ſubject of the aforeſaid yearly Rents, Summes of money and payments, according to the true intent and meaning of theſe Preſents before expreſſed and declared. *And* it is hereby fully agreed by, and between the ſaid parties to theſe preſents, for them and their Heirs, that after ſuch Demiſe, Leaſe, limitation or appointment ſo made, according to any of the powers in, and by theſe preſents, limited or reſerved as aforeſaid, That the ſaid *B. W. H. D.* their reſpective Heirs and Aſſigns, the Survivor and Survivors of them, and his Heirs, ſhall ſtand and be ſeized of ſuch, and ſo much of the ſaid Mannors, *&c.* as ſhall be ſo demiſed, Leaſed, granted limited or appointed to the uſe of ſuch perſon and perſon, and for ſuch Eſtate and Eſtates reſpectively, as ſhall be ſo demiſed, Leaſed, granted, limited or appointed, according to the reſpective powers aforeſaid, charged and chargeable with, and ſubject to the payments of the aforeſaid yearly Rent, Summes of money, and payment, according to the true

intent

intent and meaning of these presents before expressed and declared. And as touching and concerning the reversion and reversions after the respective end and determination of such Demises, grants, limitations or appointments, and the Rents respectively reserved, upon any such Demise, Lease or Grant to each use and uses, as before in and by these presents is declared, limited and appointed, touching the said Lands so demised and granted, and to none other use, intent or purpose whatsoever. *In Witness*, &c.

A Deed for the enjoying of a part in a voyage, according to the Summe adventured.

TO all *Christian People*, &c. I *T.M.* send &c. *Whereas* I the said *T.M.* by vertue and Authority of his Majesties Commission, under the Great Seal of *England*, bearing date, &c. to me in that behalf granted, do purpose and intend very shortly to make a Voyage and Adventure to Sea, with these Ships and Pynaces hereafter mentioned; That is to say, the *A.B.* and the *R.* *And whereas* the said *T.M.* hath received, and had the day of the date hereof, of *O.P.* of *L.* Merch. the Sum of 100 *l.* of &c. which is to be put and run in Adventure, upon the said intended Voyage, in the said Ships and Pynaces, and is by me the said *T. M.* to be imployed in and about the furnishing and setting forth of the said intended Voyage. In Consideration whereof, *Know ye*, That I the said *T.M.* do Covenant, promise and grant, and me and mine Heirs, Executors and Administrators, do charge and bind to and with the said *O.P.* his Executors Administrators and Assigns, by these Presents, That I the said *T. M.* mine Executors, Administrators or Assigns, shall and will within one moneth next after the good return of the Ships and Pynaces above-mentioned, or any of them, into this Realm of *England*, or any of his Majesties Dominions, well and truly give, pay, allow and deliver, or cause to be paid, allowed and delivered unto the said *O.P.* his Executors or Assigns, the just part and parcel ratably with other Adventures in the said Voyage, according to the proportion of the same, so by me received as aforesaid, out of, and in all and singular the Goods, Treasures, Merchandizes, Commodities and things whatsoever, which shall be had, gotten or obtained, during the said intended Voyage, in, with or by meanes of the foresaid Ships and Pynaces, or any of them, without fraud or Covin. *In Witnesse*, &c.

DEFEAZANCES.

A Defeazance upon ſundry Aſſurances had for payment of a Sum of Money, extending (gradibus) *to extinguiſh the ſame Aſſurances, as the debt from time to time ſhall be cut off and ſatisfied.*

THis *Indenture* &c. between *J. P.* of *B.* in the County of *Y.* Gent. and *C. P.* one of the Sons of the ſame *J*, on the one part, and *A. C.* Cit. and S. of *L.* on the other part, *Witneſſeth*, That *whereas* the ſaid *J*, together with one *R. B.* of &c. by their ſingle Obligation, bearing date &c. do ſtand bound to the ſaid *A. C.* in the Sum of 300 l. of &c. to have been paid in the Feaſt of St. *M.* &c. then next enſuing, as by the ſame Obligation will appear.

And where alſo the ſaid *A.* by force of one Indenture of Leaſe bearing date, &c. now laſt paſt, is clearly and abſolutely without any Condition from henceforth lawfully poſſeſſed of all that Meſſuage or Tenement, &c. to hold for the Term of 40 years next following, from the date of the ſaid Indenture of Leaſe, by the pay of one Pepper Corn only every year, during the ſame term, as by the ſame Indenture will alſo appear.

And the ſaid *J.* and *C. P.* on the day of the date of theſe preſents before our ſaid Soveraign Lord the King, in his High Court of Chancery, have knowledged themſelves to owe to the ſaid *A. C.* the Sum of 1000 l. of &c. to be paid in the Feaſt of St. *J.* &c. next now coming, as by the ſame Recognizance doth appear.

Nevertheleſs, the ſaid *A. C.* for himſelf, his Executors, &c. doth covenant, grant and agree, to and with the ſaid *J.* and *C.* and every of them, and to and with their Heirs, Executors, and Adminiſtrators, and every of them by theſe preſents, in manner and form following, *That is to ſay*, That if the ſaid *J. C.* or either of them &c. do pay &c. to the ſaid *A. C.* &c. the Sum of 590 l. of &c. at the now Manſion &c. in manner and form following; *That is to ſay*, 330 l. thereof, on the 24. of *A.* next enſuing the date of theſe preſents, between the hours &c. of the ſame day, or at any time before, and 260 l. reſidue and in full payment of the ſaid Sum &c. on the 22. of *O.* now alſo next following the date of theſe preſents, between the hours &c. of the ſame 22. of *O.* or at any time before; that then after payment had and made to the ſaid *A.* his Executors or Adminiſtrators, of the ſaid Sum of 330 l. the firſt payment aforeſaid, he the ſaid *A.* his Executors and Adminiſtrators, upon reaſonable requeſt, ſhall and will not only deliver or cauſe to be delivered to the ſaid *J.* and *C.* their Heirs, Executors,

cutors, and Administrators, the ſ id ſingle Obligation of the ſaid *J.P.* and *R.B.* and the ſaid Indenture of Leaſe made by the ſaid *J.* to the ſaid *A.* as aforeſaid, together with one Recognizance of 600 l. wherein the ſaid *J.* is bound to the ſaid *A.* for the performance of the Covenants of the ſaid Indenture clearly to be cancelled, defaced, and made void. But alſo after full payment had and made to the ſaid *A.* &c. of the ſaid whole Sum of 590 l. in form aforeſaid, upon like requeſt as aforeſaid, ſhall deliver or cauſe &c. to the ſaid *J.* or *C.* &c. the ſaid Recognizance of 1000 l. wherein the ſaid *J.* and *C.* are bound to the ſaid *A.* as aforeſaid, and that then and at all times within the ſpace of 6. moneths, next after the ſaid payment wholly made of the ſaid Sum of 590 l. in manner and form aforeſaid, he the ſaid *A. C.* his Executors and Adminiſtrators, at like requeſt as aforeſaid, and at the coſts and charges of the ſaid *J.* and *C.* their Executors and Adminiſtrators, ſhall and will do, knowledg and execute within the Cities of *L.* and *W.* all and every lawful and reaſonable act and acts, thing and things in the Law, which ſhall be lawfully and reaſonably deviſed and required by the ſaid *J.* and *C.* &c. or the learned Councel &c. as well for the making void, determining, releaſing, and clear extinguiſhing and annihilating of the ſaid Leaſe made to the ſaid *A.* as aforeſaid, and of all his Eſtate, Title, Intereſt, Poſſeſſion and Term of years whatſoever, which he hath in the Premiſſes, or any part thereof to him demiſed by the ſaid Leaſe, as alſo for the fruſtrating and clear releaſing, cancelling, and acquitting of the ſaid Obligation, and of both the Recognizances afore-recited, and of every of them.

Provided always, and it is agreed by and between the ſaid parties to theſe preſents, for themſelves, and their Heirs, That if the ſaid *J.* and *C.* their Heirs, Executors, and Adminiſtrators, or ſome of them, do not pay, or cauſe &c. to the ſaid *A.* &c. the ſaid Sum of 330 l. on the ſaid 24. of *A.* and 260 l. on the 12. of *O.* in manner and form as is above limited and appointed by theſe preſents, that then theſe preſent Indentures, and all and every thing and things in them contained, ſhall be ſo clearly and utterly void and fruſtrate, to all intents and purpoſes, as though the ſame had never been had, made, or ſpoken, any thing &c. *In witneſs* &c.

An Indenture of Defeazance after Land mortgaged, is forfeited upon the Indenture of Mortgage, with Covenants, That if the Mortgagor pay the Money at the new day agreed upon, then he to ſtand ſeiſed to his own uſe, and the Mortgagee to do all things required for re-aſſurance.

Recital of an Indenture of Bargain and Sale conditional.

THis *Indenture* &c. between *W. D.* Cit. and Alderman of *L.* on the one part, and *W. P.* &c. on the other part, *Witneſſeth*, That *whereas* the ſaid *W.* by his Indenture, bearing date &c. for the ſurety of payment of the Sum of 845 l. 7 s. to the ſaid *W.* his certain Attorney, Executors, or Adminiſtrators, to have been paid on the 9th day of this preſent moneth of *F.* did mortgage, bar-

gain

gain and ſell to the ſaid *W.* and his Heirs, 8. Meſſuages or Tenements, with all and ſingular their Appurtenances in *L.* Street in the Pariſh of St. *M.* in *L.* and the Advowſon of the ſaid Pariſh Church, by ſuch form of words, and in ſuch manner, as in the ſaid former Indenture is mentioned. And as by the ſaid Indenture whereunto relation being had, plainly appeareth.

Forfeiture for default of the Condition.

And whereas by means that the ſaid Sum of &c. or any part thereof was not paid to the ſaid *W.* or to any other to his uſe, at the day and place in the ſaid former Indenture limited for the payment thereof, the ſaid 8. Meſſuages or Tenements, with all and ſingular their Appurtenances, and the ſaid Advowſon, and all other Lands, Tenements, Profits, and Hereditaments, bargained and ſold by the ſaid former Indenture, are clearly and abſolutely forfeited unto the ſaid *W.* and his Heirs.

Covenants to ſtand ſeiſed to the uſe of the firſt Grantor upon the payment of a ſum of money at a certain time.

To wit theſe, the ſaid *W. D.* is contented and pleaſed, and by theſe preſents for him &c. covenanteth, &c. in form &c. That if the ſaid Sir *W.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do pay &c. to the ſaid *W.* &c. at &c. the Sum of 867 l. 12 s. 4 d. of &c. on the 10th day of *A.* next enſuing the date hereof, between the hours &c. that then in conſideration of the ſaid Sum of &c. ſo then being truly paid to the ſaid *W.* his &c. as in theſe preſents is aforeſaid, he the ſaid *W.* and his Heirs, and all and every other perſon and perſons, having any Eſtate by or from the ſaid *W.* his Heirs or Aſſigns, from and after the ſaid Sum of &c. ſo paid as aforeſaid, ſhall ſtand and be ſeiſed of and in the ſaid 8. Meſſuages, &c. and all other the Lands, Tenements and Hereditaments by the foreſaid former Indenture bargained, to the only uſe of the ſaid Sir *W.* and of his Heirs and Aſſigns, and not to any other uſe whatſoever.

A fair *ulterior* aſſurance.

And that then alſo after ſuch payment made of the ſaid Sum of &c. to the ſaid *W.* his &c. in form aforeſaid, he the ſaid *W.* and his Heirs, during 6 months then next following, at the reaſonable requeſt and charges of the ſaid Sir *W.* his Heirs or Aſſigns, ſhall and will do and knowledg all ſuch acts and things for the clear determining of ſuch Right and Title as the ſaid *W. D.* and his Heirs, can or may claim to have in the Premiſſes, or for the re-conveying or re-aſſuring of the ſame, from and againſt the ſaid *W. D.* his Heirs and Aſſigns, and from *A.* now wife of the ſaid *W.* as by the ſaid Sir *W.* his Heirs or Aſſigns, or his or their Councel learned, ſhall be reaſonably deviſed or adviſed, with Warranty only againſt the ſaid *W. D.* and his Heirs.

And the ſaid Sir *W. P.* for him &c. covenanteth &c. That if the ſaid Sir *W.* or his Heirs, ſhall be diſpoſed to leave the Fee and Inheritance of the Premiſſes, that then the ſaid *W. D.* ſhall have the Preferment, for the having and quiet enjoying thereof, better cheap by 20 l. at the leaſt, and with like ſpeedy payment, then the ſame may be ſold for to any other perſon, without any fraud or covinable dealing.

And the ſaid *W. D.* for him &c. covenanteth, &c. That if the ſaid Sir *W.* his Heirs or Aſſigns, do redeem the Premiſſes by the payment of the ſaid Sum of &c. according to the true meaning of of theſe preſents, That then the ſaid *W. D.* and his Heirs ſhall allow back again to the ſaid Sir *W.* and his Heirs out of the ſaid Sum, all ſuch Rents as the ſaid *W. D.* his Heirs or Aſſigns, ſhall in the mean time receive or levy of or for the Premiſſes, or any part thereof.

Provided

Provided always, that if default be made of, or in payment of the ſaid Sum of, &c. or any part thereof, at the day and place limited for the payment thereof in theſe preſents, contrary to the true meaning of theſe preſent: That then, and from thenceforth the ſaid former Indenture, and the Bargain and Sale thereby made, of all, and ſingular the Premiſſes, with their Appurtenances, ſhall ſtand good, indefeazable, and effectual in the Law, to the only uſe of the ſaid *W.* and his Heirs: And that then, and from thenceforth the ſaid *W.* and his Heirs, ſhall be and ſtand ſeiſed in the Premiſſes to their own uſe, theſe preſents, or any thing in the ſame contained, to the contrary thereof notwithſtanding.

And, that then thereafter it ſhall and may be lawful for the ſaid *W.* his Heirs and Aſſigns, to uſe and take all ſuch advantage and benefit, of, and by the ſaid former Bargain, as he or they might have done, if theſe preſents had not been made; Theſe preſents, &c. to the contrary, &c. *In witneſſe, &c.*

A Defeazance of a Statute, for payment of money Tripartite; where the Statute being made to Two, the one Covenanteth with the other, not to releaſe, nor to do any prejudice, whereby each party may not receive his Moyety.

THis *Indenture Tripartite, &c.* between *A. G.* Cit. of *L.* on the firſt part, and *W. D.* Cit. and Alderman of the ſame City on the 2d part, and *R. H.* Cit. of *L.* on the 3d part: *Witneſſeth*, That *whereas* the ſaid *R. H.* is, and ſtandeth indebted unto the ſaid *A.* and *W.* in the ſum of 1000 l. of, &c. to be paid to them, as Adminiſtrators of the Goods and Chattels of the *R. C.* late of *L.* aforeſaid Salter, deceaſed. *And whereas* for the ſure and true payment of the ſaid ſum of, &c. truly to be paid unto the ſaid *A.* and *W.* their Executors or Adminiſtrators, he the ſaid *R. H.* is become bound to the ſaid *A.* and *W.* in the ſum of 2000 l. of, &c. to be paid as by one Recogniſance or Statute-Staple thereof to them made, according to the form of the Statute, provided for the Recovery of Debts, and bearing date, &c. knowledged and ſealed before Sir *C. W.* Knight, L. chief Juſtice of *England*, doth and will appear.

Nevertheleſs it is covenanted, concluded and agreed, by, and between the ſaid parties, and the ſaid *A.* and *W.* for themſelves, and for their ſeveral Executors and Adminiſtrators, do ſeverally Covenant and Grant, to, and with the ſaid *R. H. &c.* That if the ſaid *R. &c.* do pay, &c. to the ſaid *A.* and *W.* or to either of them, their certain Attorney, Executors or Adminiſtrators, for, and in contentation of the ſaid ſum of 1000 l. to them the ſaid *A.* and *W.* owing as aforeſaid, by reaſon that they have the Adminiſtration of the Goods and Chattels of the ſaid *R. C.* the ſum of 1000 l. of, &c. at the Manſion Houſe, &c. in form following, *That is to ſay*, on, &c. and on, &c. that then the ſaid Recogniſance, or Statute-Staple, ſhall be cleerly and utterly void, fruſtrate and annihilate, to all intents, conſtruction and purpoſes, as though the ſame had never been had or made. But if default do happen to be had or made, in payment of

of the ſaid ſum of, &c. or any part or parcel thereof, contrary to the true meaning of theſe preſents, then the ſaid *R. H.* for him, his Heirs, Executors, Adminiſtrators and Aſſigns, doth Covenant, &c. to, and with the ſaid, &c. that the ſaid Recogniſance, or Statute-Staple ſhall ſtand and remain in all his full ſtrength, force and vertue, any thing aboveſaid to the contrary, &c. *And* the ſaid *A. G.* for him, &c. Covenanteth, &c. to, and with the ſaid *W.* &c. that he the ſaid *A.* his Executors, Adminiſtrators or Aſſigns, ſhall not any time or times hereafter, diſcharge, releaſe, or make void the ſame Recogniſance, or Statute-Staple, or ſum of money therein ſpecified, or any part thereof, or do, or commit any other Act or Acts, Thing or Things, whereby the ſaid *W.* his Executors, Adminiſtrators or Aſſigns, or any of them, ſhall or may be defeated of the Moyety of, &c. to them growing due as aforeſaid, by the true meaning of theſe preſents, without the ſpecial Requeſt, Conſent and Agreement of the ſaid *W.* his Executors, Adminiſtrators or Aſſigns. [The like Covenant *verbatim* on Mr. *D's* part,] *In witneß, &c.*

A Defeazance of a Statute made to Three, to ſave them harmleſs of Bonds, entred into Conuzor, where the Conuzees promiſe to deliver in the Statute, where all payments are made, and where the Conuzees Covenant one with another, not to diſcharge the Statute without conſent.

THis *Indenture Quadripartite* made, &c. between *B. W.* on the firſt part, *T. W.* on the 2d part, *J. W.* on the 3d part, and *R. W.* on the 4th part, *Witneſſeth*, That *whereas* the ſaid *B. W. T. W.* and *J. W.* together with the ſaid *R. W.* ſtand joyntly and ſeverally bound to *J. A.* of *L.* D. by 74 ſeveral Obligations, the Penalties of every of the ſame Obligations, being ſeverally of 73 l. 10 s. of, &c. and every of them, for the payment of a ſeveral ſum of 30 l. of like money, to be paid at the Meſſuage &c. at ſuch dayes and times, as by the ſaid ſeveral Obligations, all bearing date the 28 day of *F.* now laſt paſt, with their ſeveral Conditions upon them ſeverally endorſed, more plainly may appear; *And whereas* alſo the ſaid *R. W.* is become bound to the ſaid *B. W. T. W.* and *J. W.* in and by one Recognizance or Statute-Staple, bearing date the 18th of *J.* now laſt paſt, made according to the form of the Statute made and provided, for the Recovery of Debts, knowledged and ſealed before Sir *J. D.* Knight, L. chief Juſtice of the Common-Pleas, of his Majeſties Bench at *W.* in the ſum of 2000 l. of, &c. payable, as by the ſaid Recognizance, or Statute-Staple, doth appear; Yet *nevertheleſs* the ſaid *B. T.* and *J.* for them, and their ſeveral Heirs, Executors, Adminiſtrators and Aſſigns, do Covenant, Promiſe and Grant, to, and with the ſaid *R. W. &c.* That if the ſaid *R.* his Heirs, &c. do from time to time, and at all times hereafter acquit, diſcharge, exonerate, or well and ſufficiently ſave and keep harmleſs the ſaid *B. T.* and *J.* their Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, and all their Lands,

Statutes.

Defeazance to ſave harmleſs.

Or Recompence.

Lands, Tenements, Goods and Chattels, againſt the ſaid *J. A.* his Executors and Adminiſtrators, and all other perſon and perſons, of, for, and concerning the ſaid recited Obligations, and every of them, and all and ſingular ſum and ſums of money in them, and every of them contained, and alſo of, and from all, and all manner of Acts, Suits, Coſts, Damages, Judgments, Executions and Demands whatſoever, which at any time or times hereafter ſhall lawfully come, ariſe, or grow to or againſt the ſaid *B. T.* and *J.* or any of them, or the Heirs, Executors, Adminiſtrators or Aſſigns, of them, or any of them, by reaſon or means of the ſaid Obligations, or any of them; or elſe within the ſpace of 20 dayes, next after requeſt in that behalf to be made by the ſaid *B.* &c. or any of them, or the Heirs, Executors, &c. of them, or any of them, to the ſaid *R. W.* his Executors, Adminiſtrators or Aſſigns, do fully and ſufficiently ſatisfy & recompence to the ſaid *B. T.* and *J.* their Executors, Adminiſtrators and Aſſigns, and to every of them, all and ſingular ſuch Loſſes, Charges, Coſts and Damages as the ſaid *BT.* and *J.* or any of them, or the Heirs, &c. ſhall ſuſtain or ſuffer, by reaſon of the ſaid recited Obligations, and every, or any of them contained, that then the foreſaid Recognizance or Statute-Staple, ſhall be cleerly void, and of none effect, to all Intents, Conſtructions and Purpoſes, as if the ſame had never been had or made; but otherwiſe, the ſame Recognizance to ſtand and remain in all ſtrength and virtue. *And* the ſaid *B. T.* and *J.* for them, Covenant, &c. with the ſaid *R. W.* &c. that at all times, after ſuch time as the ſaid ſeveral ſums of money ſeverally mentioned in the ſaid Obligation, ſhall be ſatisfied and paid, and the ſame Obligations diſcharged and cancelled, they, the ſaid *B. T.* and *J.* their Heirs, Executors, Adminiſtrators, or ſome of them, upon reaſonable Requeſt to them, or any of them, to be made by the ſaid *R. W.* his, &c. ſhall and will deliver, or cauſe, &c. to the ſame *R. W.* his, &c. the ſaid Recognizance to be defaced and cancelled without fraud or covin, and the ſaid *B. W.* &c. for him covenanteth, &c. with the ſaid *T. W.* and *J. W.* and to, and with either of them ſeverally, and their ſeveral Heirs, &c. and every of them, by theſe Preſents, that he the ſaid *B. W.* his Heirs, Executors, Adminiſtrators or Aſſigns, heretofore have not diſcharged, releaſed or acquitted, the ſaid Recognizance, or Statute-Staple, neither at any time or times hereafter ſhall acquit, diſcharge or releaſe, or do commit, or agree to the doing of any Act or Thing, which ſhall or may in any wiſe fruſtrate, or make void the ſaid Recognizance, or Statute-Staple, or ſum of 2000 l. therein ſpecified, or any part thereof, without the conſent and agreement of the ſaid *T. W.* and *J. W.* their their Executors, Adminiſtrators or Aſſigns, Covenant from *T. W.* to *B. W.* and *J. W.* and the like from *J. W.* to *B. W.* and *T. W.* *In Witneſſe*, &c.

A Defeazance of a Recognizance in Chancery.

THis *Indenture*, &c. Between *H. H.* of *L.* of the one part, and *S. S.* of *L.* Gent. of the other part, *Witneſſeth*, That *whereas* the ſaid *H. H.* at the inſtance and requeſt of the ſaid *S. S.* and for his cauſe, together with him the ſaid *S. S.* in and by one Recognizance, bearing date, &c. knowledged to be enrolled in the Court of *Chancery*, became bounden unto *T. S.* of *P.* in the County of *S.* Eſq. in the Sum of 1700 l. of, &c. as in and by the ſame Recognizance doth and may appear.

And whereas alſo by one Indenture, bearing date, &c. made between the ſaid *S. S.* and *H. H.* on the one part, and the ſaid *T. S.* on the other part, *Witneſſing*, That *whereas* a Marriage was then intended (and now is Solemnized) between the ſaid *S. S.* and *E. S.* the Siſter of the ſaid *T. S.* And for the ſetling of a competent and ſufficient Joynture, for the better maintenance and living of the ſaid *E.* if ſhe happen to ſurvive, and over-live the ſaid *S. S.* and that ſome ſtay and eſtate might be had to the Heirs of the ſaid *S.* on the Body of the ſaid *E.* lawfully to be begotten, the ſaid *S. S.* and the ſaid *H. H.* at the inſtance and requeſt of the ſaid *S. S.* together with the ſaid *S*, for themſelves, and either of them, their, and either of their Heirs, Executors and Adminiſtrators, and every of them, did Covenant, Promiſe and Grant, to, and with the ſaid *T. S.* his Heirs and Aſſigns, by the ſaid Indenture, That the ſaid *S. S.* and *H. H.* or one of them, their, or one of their Heirs or Aſſigns, ſhall and will within 4 years, next enſuing the date of the ſaid Indenture, well and ſufficiently convey and aſſure, or cauſe and procure to be well and ſufficiently conveyed and aſſured, Lands, Tenements and Hereditaments, within the Realm of *England*, of the clear yearly value of 100 l. by the year, over and above all and every yearly Charges, Deductions and Repriſes, clearly acquitted and diſcharged, of all Titles, Troubles and Incumbrances to the ſaid *E.* during her life, and after her death, to the uſe of the ſaid *S. S.* and the Heirs of his Body, on the Body of the ſaid *E.* lawfully to be begotten; and for default of ſuch Iſſue, to the Heirs and Aſſigns of the ſaid *S.* for ever. And that the perſon and perſons, which ſhall ſo convey and aſſure the ſaid Lands, Tenements and Hereditaments, ſhall be at the time of the conveyance thereof, lawfully, rightfully, and abſolutely ſeiſed of the ſaid Lands, Tenements and Hereditaments, (in manner and form as aforeſaid, to be conveyed) of a good and perfect Eſtate in the Law in Fee-ſimple.

And further, the ſaid *S. S.* and *H. H.* for themſeves, and either of them, their, & every of their Heirs & Aſſigns, & Covenant, Promiſe and Grant, to, and with the ſaid *T. S.* his Heirs and Aſſigns, by the ſaid Indenture, That if the ſaid *S. S.* ſhall deceaſe within the ſaid 4 years; and before ſuch aſſurance had and made, that then the Executors or Adminiſtrators of the ſaid *S. S.* ſhall from the day of the death of the ſaid *S.* untill ſuch aſſurance as aforeſaid ſhall be made,

well and truly pay, or cauſe to be paid to the ſaid *E.* if ſhe be living; and if ſhe be deceaſed, to ſuch Children as ſhall be in the mean time begotten on her Body and then living, one yearly Rent of 100 *l.* by the year, of lawful money of *England*, at 4 Feaſts or Terms in the year, *that is to ſay*, at the Feaſt of *A.N.S. M.B.* or within 20 days next after every of the ſame Feaſts, by even Portions; the firſt payment thereof to begin at ſuch of the ſame Feaſts, as ſhall next enſue the deceaſe of the ſaid *S. S.*

And whereas alſo, by the ſame Indenture, it was covenanted and agreed between the ſaid parties. *And* the ſaid *T.S.* for himſelf, his Heirs, Executors, and Adminiſtrators, and every of them, did covenant, promiſe, and grant, to and with the ſaid *S.S.* and *H. H.* their Heirs and Aſſigns, by the ſaid Indenture; That if the ſaid *S.S.* and *H.H.* their Heirs, Executors, and Adminiſtrators, and every of them, do and ſhall well and truly obſerve, perform, fulfill, and keep, all and every the Covenants, Grants, Articles, and Agreements, in the ſaid Indenture contained, which on his or their parts and behalfs are, or ought to be obſerved and kept, according to the tenour, purport, and true meaning of the ſaid Indenture; That then the ſaid Recognizance ſhould be void, fruſtrate, and of none effect, and a *Vacat* entred upon the Record thereof, any thing in the ſaid Indenture to the contrary notwithſtanding. Otherwiſe, the ſame to ſtand and abide in full force and ſtrength, as by the ſaid Indenture at large doth and may appear.

And whereas alſo, the ſaid *S. S.* in and by one other Recognizance, bearing date the ſaid &c. knowledged to be enrolled in the Court of *Chancery*, became bounden unto the ſaid *H. H.* in the Sum of 1800 *l.* &c. as in and by the ſame Recognizance it doth and may appear.

Now it is covenanted and agreed between the ſaid parties to theſe preſents, and the ſaid *H.H.* for himſelf, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant, promiſe, and grant, to and with the ſaid *S. S.* his Heirs and Aſſigns by theſe preſents, That if the ſaid *S. S.* his Heirs, Executors, and Adminiſtrators, or any of them do, and ſhall well and truly obſerve, perform, fulfill, and keep all and every the Covenants, Grants, Articles, and Agreements, contained in the ſaid recited Indenture, which on the parts and behalf of the ſaid *S. S.* and *H. H.* or either of them are, or ought to be obſerved and kept, according to the tenour, purport, and true meaning of the ſaid recited Indenture, and thereby do acquit, diſcharge, and at all times hereafter ſave harmleſs the ſaid *H. H.* his Heirs, Executors, and Adminiſtrators, and every of them, of and from the ſaid recited Recognizance of 1700 *l.* and of and from the ſaid Covenants, contained in the ſaid recited Indenture, that then the ſaid Recognizance of 1800 *l.* acknowledged by the ſaid *S.S.* to the ſaid *H.H.* ſhall be void, fruſtrate, and of none effect, and a *Vacat* entred upon the Record thereof: Otherwiſe the ſame to ſtand and abide in full force and ſtrength. *In witneſs*, &c.

A Defeazance of a Statute-Staple.

THis Indenture &c. Between *J. H.* of *T.* in the County of *B.* Esq; of the one part, and *S. A.* of the Parish of St. *K.* of *L.* M. of the other part; *Whereas* the said *S. A.* in and by one Recognizance of Writing Obligatory, of the nature of a Statute-Staple, made and provided for the Recovery of Debts, bearing date with these presents, taken and acknowledged before *J. K.* Maior of the Staple at *Westminster*, and *W. S.* Serjeant at Law, Recorder of the City of *L.* is, and standeth bound to the said *J. H.* in the Sum of 3000 *l.* of &c. to be paid to the said *J.* in such manner as therein is mentioned, as in and by the said Recognizance, or Writing Obligatory, of the nature of a Statute-Staple, more fully and at large appeareth.

It is now nevertheless covenanted, granted, concluded and agreed, by and between the said parties, to these presents, and their true intent and meaning of the said Recognizances, and of these presents, and of the parties hereunto is, and the said *J. H.* for him, his Executors, Administrators, and Assigns, is contented and pleased, That if the said *S. A.* his Heirs, Executors, Administrators, and Assigns, and every of them, do, and shall well and truly observe, perform, fulfill, and accomplish all and singular the Covenants, Grants, Articles, and Agreements, which on his, and their parts and behalfs, are, or ought to be observed, performed, fulfilled, and kept, comprised and specified in a certain Indenture of Articles of Agreement, bearing date with these Presents, and made between the said *J. H.* of the first part, the said *S. A.* and *K. H.* eldest Daughter of the said *J. H.* of the 2d part, and *G. L.* and *J. H.* of *L.* Merch. of the 3d part, according to the true intent and meaning of the said Indentures of Articles of Agreement; that then the said Recognizance or Writing Obligatory above recited or mentioned, shall be utterly void and of none effect; and then also the said *J. H.* party to these presents, his Executors, and Administrators, or some of them, shall and will deliver, or cause to be delivered up the said Recognizance or Writing Obligatory, to the said *S. A.* his Heirs, Executors, or Administrators, to be cancelled, vacated, and made void; otherwise the same shall stand and abide in full force and vertue. *In witness*, &c.

A Defeazance of a Judgment in the King's-Bench.

THis Indenture, &c. Between *E. C.* of *W.* in the County of *K.* Gent. of the one part, and *T. R.* of *S.* in the County of *K.* Gent. on the other part, *Witnesseth*, That *whereas* the above-named *T. R.* before the Ensealing and Delivery hereof, hath acknowledged and suffered one Judgment to be entred upon Record in his Majesties Bench at *Westminster* in *Easter*-Term now next ensuing

ſuing for 100 *l.* Debt, and 20 *s.* Coſts of Suit thereupon aſſeſſed at the Suit of the ſaid *E. C.*

Neverthelefs, it is agreed, conditioned, covenanted, and granted, by and between the ſaid parties, to theſe preſents, either to other, That if the ſaid *T. R.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do well and truly ſatisfie, content, and pay, or cauſe to be well and truly ſatisfied, contented, and paid unto the ſaid *E. C.* or his Aſſigns, the Sum of 7 *l.* of &c. yearly, and every year, during the natural life of him the ſaid *E. C.* at the 4 moſt uſual Feaſts or Terms in the year (*viz.*) at the Feaſts of St. *J.* St. *M. B.* and *A.* or within 14 days next after any of the ſaid Feaſts, by even and equal portions; the ſaid payments to be made at or in the now Hall of *C.* in *L.* that then the ſaid Judgment ſhall be utterly void and of none effect; and that then and after the deceaſe of the ſaid *E. C.* (the ſaid quarterly payments being duly made, or by him the ſaid *E.* accepted) the Executors or Adminiſtrators of him the ſaid *E. C.* ſhall, upon Requeſt, give ſufficient Warrant for the acknowledging made of ſatisfaction upon Record for the ſaid Judgment; and in the mean time, he the ſaid *E.* nor his Aſſigns, ſhall not ſue forth, nor proſecute any manner of Execution upon the ſaid Judgment, againſt the ſaid *T. R.* his Executors, or Adminiſtrators, nor againſt their or any of their Goods, Lands, or Tenements. But if Default ſhall be made of any the ſaid payments, at the days and place aforeſaid, and other good ſatisfaction not given: that then, and at all times after the ſaid *E. C.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may take his or their due courſe of Law upon the ſaid Judgment in that behalf provided. *In witneſs*, &c.

A Defeazance upon a Judgment.

THis *Indenture*, &c. Between *G. A.* Gent. of the one part, and *J. A.* of *L.* in the County of *M.* Eſq; and *D. R.* of *W.* in the ſaid County of *M.* Eſq; *Witneſſeth*, That *whereas* the ſaid *J. A.* and *D. R.* have confeſſed and ſuffered one Judgment of 120 *l.* Debt, and 16 *s.* 8 *d.* Coſts of Suit thereupon aſſeſſed unto the ſaid *G. A.* in his Majeſties Bench at *W.* this preſent Term of St. *M.* as by the Records of the ſaid Court it doth and may appear.

Neverthelefs, it is agreed by and between the ſaid parties: And the ſaid *G. A.* doth by theſe preſents, his Executors, and Adminiſtrators, and every of them covenant and promiſe, to and with the ſaid *J. A.* and *D. R.* their and every of their Executors, and Adminiſtrators, that if the ſaid *J. A.* and *D. R.* or either of them, their or either of their Executors, Adminiſtrators, or Aſſigns, do well and truly pay, or cauſe &c. unto the ſaid *G. A.* his Executors, Adminiſtrators, or Aſſigns, the full and whole Sum of 70 *l.* of lawful &c. in manner and form following, *viz.* 35 *l.* in or upon the Feaſt-Day of *A.* next enſuing the date hereof, and 35 *l.* more, reſidue of the ſaid 70 *l.* in or upon the Feaſt-Day of the Nativity of St. *J.* then next enſuing after the Date hereof, both ſeveral payments to be made in or at *M.* in *L.* That then the ſaid *G. A.* his Exe-

Executors or Administrators, shall give sufficient Warrant for the acknowledging of satisfaction upon Record, upon the said Judgment; and in the mean time the said *G. A.* his Executors nor Administrators, shall not sue forth or prosecute any manner of Execution upon the said Judgment, against the said *J. A.* or *D. R.* their or either of their Executors, or Administrators, nor against their or either of their Lands, Goods, or Chattels: But if Default of payment shall be made of the said Sum of 70 *l.* or any part thereof, at the several days and place aforesaid, that then the said *G. A.* his Executors, Administrators, or Assigns, shall and may take his or their due course in Law, upon the said Judgment in that behalf provided. *In witness*, &c.

A Defeazance upon an Assignment of a Lease, and a Recognizance for Money lent for certain years, where after the Rate of 10 *l.* per cent. *is yearly reserved payable, during the Borrowers having of the Money lent.*

THis *Indenture* &c. *Witnesseth*, That *whereas* the said *A. B.* by his Poll-Deed, dated &c. hath given, granted, bargained, sold, assigned, and set over to the said *R. W.* for the onely use of the said *R.* and of his Executors and Assigns, as well all that Messuage or Tenement, with the Appurtenances, &c. as the Original Lease thereof, made and granted by the said *J. H.* &c. as by the said Deed more plainly and at large may and will appear. *And* where also the said *A. B.* by one Recognizance or Writing Obligatory &c. as by the said Recognizance or Writing Obligatory doth appear.

And whereas moreover the said *R. W.* after the making, sealing, and delivery of the said Deed, hath demised and letten to Farm all the said Messuage, with the Appurtenances, to the said *A. to have and to hold* the same to the said *A.* and his Assigns, from the making of these Presents, for, by, and during the term of 6 years from thence next ensuing, reserving thereof yearly to be paid, during the said term to the said *R. W.* his Executors and Assigns 10 *l.* of &c. on the 4th Day of *J.* and on the 4th Day of *O.* that is to say, 5 *l.* on every of the said days, at the now Mansion-house of the said *R. W.* scituate &c. between the hours &c. of every of the same several 4th days of *J.* and *O.* and charging the said *A.* his Executors and Assigns, with the payment and performance of all Rents, Payments, Charges, and Covenants, otherwise to be born, for, or out of the Messuage, and other the Premisses, during the said term of 6 years: yet nevertheless the said *R. W.* for him &c. covenanteth &c. That if the said *A.* be now at the Ensealing and Delivery of their Presents; so the Owner and Proprietor of the said Lease and term of years in the said Messuage, and other the Premisses now to come, as that he hath lawful and absolute Right to bargain,

ſell and aſſure the ſame to the ſaid *R.W.* in form aforeſaid, from all former Bargains, Forfeitures, and Incumbrances made by the ſaid *A.*

And further, That if the ſaid *A. B.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do as well content or pay, and cauſe &c. to the ſaid *R. W.* his Executors or Adminiſtrators, the ſaid yearly Rent or payment of 10 *l.* yearly, during the ſaid term of 6 years, in manner and form aforeſaid, and do ſave and keep harmleſs the ſaid *R.W.* his Executors, Adminiſtrators, and Aſſigns, of and for the yearly Rent and Covenants, ſpecified in the ſaid Original Indenture of Leaſe made of the ſaid Meſſuages, and other the Premiſſes, to the ſaid *R. C.* as aboveſaid, and of and from all Loſſes and Damages to grow thereof; as alſo do well and truly content or pay, or cauſe &c. to the ſaid *R. W.* his certain Attorney, Executor, or Adminiſtrator, the Sum of 100 *l.* of lawful &c. at one entire payment, on the 6th day of *J.* which ſhall be in the year of our Lord, according to the Account &c. 1662. between the hours &c. at &c. that then as well the ſaid Deed, and the Grant, Bargain, Sale, and Aſſignment therein ſpecified: As alſo the ſaid Recognizance, or Writing Obligatory, ſhall be clearly and utterly void and fruſtrate, as the ſame or either of them had never been had or made, the ſame Deed and Writing Obligatory, or any thing in them, or either of them contained or ſpecified, to the contrary in any wiſe notwithſtanding.

And alſo the ſaid *R. W.* covenanteth &c. That when, and as often as the ſaid *R. W.* his Executors, or Adminiſtrators, or any for him or them, or by his or their, or any of their Appointment, ſhall have or receive any payment of the ſaid yearly Rent of 10 *l.* or any part thereof, according to the tenour and purport of theſe Preſents; That then, and ſo often, upon reaſonable Requeſt, the ſaid *R.* his Executors, or Adminiſtrators, ſhall deliver to the ſaid *A.* his Executors, Adminiſtrators, or Aſſigns, a reaſonable Acquittance in Writing, for the ſufficient Diſcharge of the ſaid *A.* his Executors, and Adminiſtrators, of and for ſuch particular payment ſo made, without any Fraud or Covin: And that if the ſaid *A.* his Executors, Adminiſtrators, or Aſſigns, do alſo pay, or cauſe to be paid to the ſaid *R.W.* his certain Attorney, Executor, or Adminiſtrator, the ſaid Sum of 100 *l.* in manner and form aforeſaid; That then upon reaſonable Requeſt after the ſaid 100 *l.* ſo paid, the ſaid *R.* his Executors, or Adminiſtrators, ſh ll deliver, or cauſe &c. to the ſaid *A.* his Executors, and Adminiſtrators, the ſaid Original Indenture of Leaſe, and ſuch other Conveyances as he hath therewith of the ſaid *A.* whole, ſafe, and uncancelled. And alſo the ſaid Deed and Recognizance, or Writing Obligatory aforeſaid to be cancelled, without any manner of Fraud or Covin. *In witneſs*, &c.

A

A Defeazance upon a Statute-Staple.

THis Indenture &c. Between *T. A.* of *H.* in the County of *S.* Esq; of the one part, and *R. C.* of *C.* in the County of *S.* Gent. of the other part, *witnesseth*, That *whereas* the said *R. C.* hath acknowledged before the Right Honourable Sir *E. C.* Kt. one of his Majesties most Honourable Privy Councel, Lord Chief Justice of *England*, one Recognizance, or Statute-Staple, of the Sum of 500 *l.* unto the said *T. A.* bearing the date of these Presents.

Nevertheless it is agreed between the said parties; *And* the said *T. A.* doth for himself, his Heirs, Executors, and Administrators, covenant and grant, to and with the said *R. C.* his Heirs, Executors, and Administrators, by these Presents, That if the said *R. C.* his Executors, Administrators, or Assigns, or any of them, do well and truly pay, or cause to be paid unto the said *T. A.* his Executors, Administrators, or Assigns, the Sum of 260 *l.* of lawful &c. at or in the now Hall of *C.* Inn, in *L.* in and upon the last Day of *J.* next ensuing the date of these Presents, then the said Statute shall be utterly void, frustrate, and of none effect, any thing therein contained to the contrary notwithstanding.

And also, That then he the said *T. A.* his Executors, Administrators, or Assigns, shall and will deliver the said Statute to the said *R. C.* his Executors, Administrators, or Assigns, to be cancelled and discharged: But if Default of payment be made of the said Sum of 260 *l.* in form aforesaid, then the same Statute to remain in full force and effect. *In witness*, &c.

Upon a Statute for the Warrant of an Annuity.

THis Indenture made, &c. Between *A. B.* of &c. of the one part, and *C. D.* of the other part, *Witnesseth*, that *whereas* the said *A.* by one Writing or Deed of Annuity of the date of these presents, hath given, granted and confirmed unto the said *B.* for the consideration therein specified, one Annuity or yearly Rent of, &c. issuing and going out of all and singular the Lands, Tenements, &c. *To have, hold and enjoy*, and yearly to receive the said Annuity, or yearly Rent of, *&c.* as by the said Deed of Annuity more at large it doth and may appear; and whereas also the said *A.* by one Statute or Recognizance of the date also of these presents taken, knowledged and sealed, *&c.* is holden, and standeth bound to the said *B.* in the Summe of, *&c.* payable, as by the said Statute or Recognizance may also appear.

Nevertheleſs, the ſaid *B.* is contented and agreed, and by theſe preſents for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant and grant to and with the ſaid *A.* his Heirs, Executors, and Aſſigns, and to and with every of them, That if the ſaid *A.* the day of the date of theſe preſents, be and ſtandeth ſolely ſeized of a good and perfect Eſtate of Inheritance in Fee-ſimple of and in all the ſaid Lands and all other the Premiſſes before in the ſaid Deed of Annuity mentioned, and hath full power and authority in his own right to to give and grant the ſaid Annuity of &c. to the ſaid *B.* his Executors and Aſſigns, for and during the ſaid Term of years in the ſaid Deed limited and expreſſed.

And alſo, if the ſaid *B.* his Executors and Aſſigns, and every of them, do or may from henceforth peaceably and quietly have, receive, take, levy, and enjoy the ſaid Annuity of &c. out of the Lands &c. and all other the Premiſſes expreſſed in the ſaid Deed at the dayes and times of payment appointed in the ſaid Deed, for and during the term of years above ſpecified, without any let, trouble, denial, diſturbance, or contradiction of the ſaid *A.* his Heirs, Executors or Aſſigns, or any of them, or any other perſon or perſons whatſoever they be, And without any act or acts or other Incumbrance committed or done, or to be done by the ſaid *A.* his Heirs, Executors, or Aſſigns, which ſhall or may in any wiſe during the ſaid Term be or grow to the prejudice, hurt, or hindrance of the ſaid *C.D.* his Executors or Aſſigns, in having, receiving, or enjoying the ſaid Annuity or any part thereof according to the true meaning of the ſaid Deed. *And alſo*, if the ſaid Annuity ſhall begin and be made at the Feaſt of &c. next coming, that then the ſame Statute or Recognizance ſhall be void, &c.

Upon a Statute for payment of Money.

THis *Indenture* made the day *&c.* between *A.B.* of &c. of the one part, *C.D.* of &c. of the other part, *Witneſſeth*, That *whereas* the ſaid *C.D.* by his Recognizance, Writing Obligatory, or Statute-Merchant, taken, ſealed, and acknowledged at *S.* before *R.F.* Mayor of the ſaid Town of *S*, and *T.O.* Clerk of the ſaid Town, aſſigned for the taking and knowledging of Statutes there, is and ſtandeth firmly holden and bound unto the ſaid *A. B.* in the Sum of &c. of good and lawful money of *England* payable unto the ſaid *A. B.* his Executors, Adminiſtrators, or Aſſigns, in or upon the Feaſt day of &c. next enſuing the date of the ſaid Recognizance, Writing Obligatory, or Statute-Merchant, more fully appeareth.

Now the ſaid *A.B.* for him, his Executors and Aſſigns, doth covenant, grant, and fully agree to and with the ſaid *C.D.* his Executors, &c. and with every of them by theſe Preſents, That if the ſaid *C.D.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, ſhall and do well and truly without any fraud, deceit, or colluſion, content, ſatisfie and pay, or cauſe to be contented, ſatisfied and paid unto the ſaid *A.B.* the ſeveral Sums of Money hereafter in theſe

Preſents

Preſents mentioned, at ſuch dayes, places and times, and by and under ſuch condition and conditions as hereafter in theſe preſents are expreſſed and mentioned; *that is to ſay*, in or upon the Feaſt day of,&c. if *E. B.* Daughter of the ſaid *A.B.* or any Iſſue of her body lawfully to be begotten by *N. D.* Son and Heir apparant of the ſaid *C. D.* ſhall be then in full life, the full Sum of &c. That then the ſaid Recognizance, Writing Obligatory, or Statute-Merchant, taken, ſealed, and acknowledged as aforeſaid, ſhall be meerly and utterly void and of none effect; or elſe to ſtand, remain, continue, and be in full power, force, ſtrength and vertue.

Heſketh.

Upon a Recognizance with a Condition.

THis *Indenture* made the day,&c. between the Right Honourable Sir *W.C.* Knight of the moſt Honourable Order of the Garter, Baron of *B.* &c. of the one part; and the Right Honourable *E.* Earl of *O.* &c. of the other part, *Witneſſeth*, That *whereas* the ſaid Earl ſtandeth bound to the ſaid *W.* Baron of *B.* by one Recognizance bearing date &c. and inrolled in the Kings Majeſties Court of *Chancery*, in the Sum of 4000 l. of good and lawful money of *England*, to be paid to the ſaid Baron at the day limited and expreſſed in the ſame, as by the ſame Recognizance more at large appeareth; The ſaid Baron of *B.* for him, his Executors,&c. doth covenant, grant and agree to and with the ſaid Earl his Heirs,&c. That if the ſaid *E.* his Heirs, Executors and Adminiſtrators, ſhall and do well and truly obſerve, perform, fulfill and keep all and ſingular Covenants, Grants, Articles and Agreements compriſed and ſpecified in one pair of Indentures bearing date &c. made between him the ſaid Baron of *B.* and the ſaid Earl, his Heirs, Executors, or Adminiſtrators, are and ought to be obſerved, performed, fulfilled and kept, according to the true intent and meaning of the ſaid Indentures, that then the ſaid Recognizance ſhall be utterly void and of none effect.

And further, the ſaid *W.* Baron of *B.* for him, his Executors &c. doth Covenant, Grant and Agree by theſe Preſents, to and with the ſaid Earl, his Executors, and Adminiſtrators, That if the Lady *A.* now Counteſs of *O.* Wife to the ſaid Earl, and Daughter to the ſaid Baron of *B.* do die, no Action, Suit, or Execution thentofore at any time Commenced, taken or ſued in or upon the ſaid Recognizance for the ſaid Sum of 4000 l. nor any parcel thereof, that then and from thenceforth the ſaid Recognizance ſhall be utterly void and of none effect. *In witneſſe*, &c.

Upon

Upon an Indenture to which it relateth.

THis *Indenture* of Defeazance made, &c. between *W. L.* of *H.* in the County of *L.* Yeo. of the one part, and *J. P.* of *B.* in the said County, Yeo. of the other part, *Witnesseth*, That *whereas* the said *J. P.* by his Indenture of Assignment, bearing date &c. For the consideration in the said Indenture of Assignment, specified and declared, did demise, grant, set and let over unto the said *W. L.* and his Assigns, one piece or parcel of Pasture Land, called or known by the name of &c. containing by estimation 5. Acres, be it more or less in *B.* aforesaid, together with all Wayes, Entries, Passages, Waters, Water-Courses, &c. thereunto belonging, or at any time heretofore known, reputed or taken as part or parcel thereof, *To have and to hold* the said piece of Pasture-Land, with all and singular the Appurtenances thereof unto the said *W. L.* his Executors, Administrators, and Assigns, from and immediatly after the day of the decease of the said *J. P.* for and during all the Term, time and space, and unto the full end and term of 60 years, then next following, to be fully compleat and ended, if the Remainder or Remainders of the natural life or lives of *W. P. G. P.* and *J. P.* sons of the said *J. P.* party to these presents, or any of them do fortune so long to live, as in and by the said recited Indenture of Assignment relation thereto being had, more plainly and at large it doth and may appear.

Now this Indenture of Defeazance doth further *witnesse*, That the true intent and meaning of the said Indenture of Assignment, and of the said parties thereunto was, is, and shall be, That if the Executors, Administrators, or Assigns of the said *J. P.* party to these presents, or any of them do and shall well and truly content, satisfie and pay, or cause to be well and truly &c. unto the said *W. L.* his Executors or Administrators or any of them, the full and just sum of 40 l. of good and lawful money of *England* within one year next after the decease of the said *J. P.* party to these presents, at or in the Church-Porch of *W.* in the said County of *L.* if *J. P.* Wife of the said *J. P.* be then living: But if the said *J.* be then departed this life, then the said 40 l. to cease to be paid. And that then and from thenceforth after the day of the decease of the said *J.* or the payment of the said 40 l. which shall first happen, That then the said Indenture of Assignment, and every Covenant, Article and Clause therein contained, to be utterly void and of none effect. *And* that then and from thenceforth the said *W. L.* his Executors or Assigns are to surrender and re-deliver the said Assignment to the Executors, Administrators, or Assigns of the said *J. P.* party to these presents. *And* that also the Executors, Administrators, or Assigns of the said *J. P.* are then to stand and be lawfully seised, possessed, estated, and interessed, of and in the said piece of Pasture-Land, with the Appurtenances thereof, during the remainder of the said Indenture of Assignment, any thing herein contained to the contrary thereof in any wise notwithstanding. *In witness*, &c.

Upon

Upon a Statute-Staple.

THis *Indenture* made, &c. Between *A.B.* of &c. of the one part, and *C.D.* of &c. of the other part, *Witneſſeth*, That *whereas* the ſaid *C.D.* by his Recognizance in the nature of a Statute-Staple bearing date with theſe preſents, and taken and acknowledged before Sir *T.L.* Kt. and Mayor of the Staple, and *J.G.* Eſq; Recorder of the City of *L.* is and ſtandeth bound to the ſaid *A.B.* in 4000 l. of lawful &c. payable as by the Statute or Recognizance appeareth.

Now this Indenture *witneſſeth*, That the ſaid *A. B.* is contented and agreed, and by theſe preſents for themſelves, their Heirs, &c. do promiſe, grant, and agree to and with the ſaid *C.D.* That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, do and ſhall well and truly obſerve, pay, perform, fulfill and keep, all and ſingular the Covenants, Grants, Articles, payments, promiſes, conditions and Agreements, and all other things which on his or their part and behalf, are to be obſerved, &c. mentioned and contained in one pair of Indentures, bearing date &c. made between the ſaid &c. according to the tenor, effect and true meaning of the ſaid Indenture without fraud or guil: That then and at all times then after, the ſaid *A.B.* his Heirs, Executors, and Adminiſtrators, at the requeſt of the ſaid *C. D.* his Heirs, &c. ſhall deliver up the ſaid Statute or Recognizance to be cancelled and made void. *In witneſſe*, &c.

To ſave harmleſs a Surety.

THis *Indenture* made, &c. Between *A. B.* of &c. of the one part, and *C.D.* &c. of the other part, *Witneſſeth*, That *whereas* the ſaid *A.B.* hath upon his credit the firſt day of this inſtant moneth of *M.* at the ſpecial inſtance and requeſt of the ſaid *C.D.* taken up by way of exchange for the furniture of the affairs and buſineſs of the ſaid *C.D.* the Sum of 100 l. of lawful Engliſh money. And all the ſaid Sum of 100 l. hath before the enſealing and delivery hereof fully paid and delivered to the ſaid *C.D.* whereof and wherewith the ſaid *C.D.* acknowledgeth himſelf well and truly ſatisfied, contented and paid, and thereof and of every part and parcel thereof clearly acquitteth and diſchargeth the ſaid *A.B.* his Executors and Adminiſtrators, and every of them, by theſe preſents.

And whereas alſo the ſaid *C.D.* by one Writing Obligatory made according to the Statute lately provided for the recovery of Debts taken, knowledged and ſealed before Sir *J. D.* Knight, Lord Chief Juſtice of the Common Pleas at *Weſtminſter* bearing date &c. ſtandeth bound unto the ſaid *A.B.* in the Sum of 200 l. of lawful Engliſh Money payable at the Feaſt of &c. next enſuing the date hereof, as by Bond Obligatory or Statute more at large it doth and may appear.

Never-

Nevertheleſs it is covenanted, granted, condeſcended and agreed by and between the ſaid parties to theſe preſents, in manner and form following; (*That is to ſay*) The ſaid *A.B.* for him, his Heirs, &c. doth Covenant, &c. to and with the ſaid *C.D*, That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly pay or cauſe to be paid unto the ſaid *A.B.* his Executors, Adminiſtrators or Aſſigns, or any of them, in or upon the 20th day of *M.* next coming after the date hereof, at the now dwelling-houſe of the ſaid *A. B.* ſcituate, &c. all the ſaid Sum of 100 l. of good and lawful money of *England*: Together with all Sums of money, coſts, charges, loſſes and damages that ſhall ariſe, grow, come or be payable by reaſon of the taking up thereof in exchange or otherwiſe, without fraud, covin or delay: That then the ſaid Writing Obligatory or Statute to be void, &c. Or elſe, &c. *In witneſs*, &c.

Upon performance of Covenants upon Marriage.

THis *Indenture* made, &c. between *E.W.* of *D.* in the County of *O.* Eſq; of the one part, and *W.D.* of *C.* in the ſame County Eſq; *T.H.* Son and Heir apparant of *R.H.* of *S.* in the ſame County Eſq; and *D.H.* of *L.* Gent. of the other part, *Witneſſeth*, That it is covenanted, concluded and agreed, by and betwixt the ſaid parties, for divers urgent and weighty cauſes and conſiderations in manner following; *That is to ſay*, That he the ſaid *E.W.* ſhall and will on this ſide, and before the Feaſt day of St. *M.* next enſuing the date hereof, knowledg in due form of Law, and become bounden unto the ſaid *T.H.* & *D.H.* in one ſingle Obligation or Bond of Statute-Merchant in the Sum of 8000 l. of good and lawful money of *England*, without Condition therein or thereupon included, ſubſcribed or indorſed: *And* yet nevertheleſs, the ſaid *W.D. T.H.* and *D.H.* and every of them, for them and their Joynt and ſeveral Executors and Aſſigns, do covenant and grant to and with the ſaid *E. W.* his Heirs and Aſſigns, That if the Marriage of eſpouſals heretofore incepted and had betwixt *J. W.* Son and Heir of the ſaid *E.W.* and *A.* the now Wife *in facie* of the ſaid *J*, and Daughter of *G. O.* of *P.* in the County of *W.* Eſq; ſhall be hereafter lawfully and perfectly conſummate at or after ſuch time as he the ſaid *J.W.* ſhall accompliſh, and be of his lawful age to conſent to the ſaid Marriage, *viz.* of or above the age of 14 years, and that the ſaid *G.O.* hath heretofore and ſhall hereafter obſerve, perform and keep all and ſingular the Covenants, Grants and Agreements of his part to be obſerved and kept, mentioned in one part of Indentures, made betwixt the ſaid *E.W.* and the ſaid *G.O.* for and touching the payment of ſuch Sums of money as were agreed to be paid by the ſaid *G.O.* for or in reſpect of the ſaid Marriage. Or otherwiſe if the ſaid now incepted Marriage or Eſpouſals ſhall be hereafter diſſolved by any means whatſoever, Then if the ſaid *E. W.* ſhall and do permit and ſuffer, &c.

A

A Defeazance upon a Judgement.

THis *Indenture* made the &c. in the year of our Lord, *&c.* Between *T. H.* of the Cit. of *W.* Gent. of the one part. And *R. B.* of *W.* in the County of *C.* Gent. on the other part. *Witneſseth*, That *whereas* the ſaid *T. H.* in the Term of St. *H.* now inſtant, (with the conſent of the ſaid *R. B.*) and for the ſecurity of the payment of the Sum of 100 *l.* hath had and obtained one Judgment in the Court of Common Bench at *Weſtminſter* againſt the ſaid *R. B.* for 200 *l.* debt, beſide Coſt of Suit, as by the Records thereof remaining in the ſaid Court, more fully and at large it doth and may appear. *Nevertheleſs*, the ſaid *T. H.* is contented and well pleaſed, and for himſelf, his Heirs, Executors and Adminiſtrators, and for every of them, doth Covenant, promiſe, grant and agree to, and with the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them by theſe preſents, That if the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, or Aſſigns, or ſome or one of them, do and ſhall well and truly pay, or cauſe to be paid unto the ſaid *T. H.* his Executors, Adminiſtrators or Aſſigns, or any of them, at or in the common Dyning-Hall of the Middle Temple *London*, the ſaid Summe of 152 *l.* of lawfull money of *England*, in manner and form following, *That is to ſay*, on the 1d day of &c. which ſhall be in the year of our Lord, &c. 25 *l.* thereof, on the 2d day of &c. which ſhall be in the year of our Lord, &c. 25 *l.* more thereof, on the 3d day of &c. which ſhall be in the year of our Lord, &c. 20 *l.* more thereof, on the 2d day of, &c. which ſhall be in the year of our Lord of &c. 25 *l.* reſidue thereof, without making default of, or in any or either of them then he the ſaid *T. H.* his Executors or Adminiſtrators, or any of them, ſhall not, nor will take, or ſue out, or cauſe to be ſued or taken out, any Writ or Writs of Execution whatſoever, nor take any other advantage whatſoever againſt the ſaid *R. B.* his Goods, Chattels, Lands or Tenements, upon the ſaid Judgment, but upon payment of the ſaid Summe of 102 *l.* in manner and form aforeſaid. He the ſaid *T. H.* at the Requeſt, and at the proper coſt and charges in the Law of him the ſaid *R. B.* his Heirs, Executors or Adminiſtrators, ſhall and will acknowledge ſatisfaction upon the Record of the ſaid Judgment, ſo as the ſaid *R. B.* his Executors or Adminiſtrators, do, and will firſt make and ſeal, and deliver unto the ſaid *T. H.* his Executors and Adminiſtrators, a good, lawful, and ſufficient Releaſe of errours in the ſaid Judgment. But if any default ſhall happen to be made in payment of, or in any or either of the ſaid payments, or of, or in any part of them, any or either of them, at any day limited and appointed for the payment thereof, contrary to the true intent and meaning of theſe preſents. That then, and from thenceforth, and at any time, after ſuch default of, or in any of the payments aforeſaid, or of, or in any part of them, any or either of them as aforeſaid, it ſhall and may be lawful to and for the ſaid *T. H.* his Executors or Adminiſtrators, to ſue or proſecute, or cauſe to be ſued or proſecuted any Writ or Writs of Execution whatſoever, upon the ſaid Judgment, according to due courſe of Law. And then, and in any ſuch caſe

caſe alſo, theſe Preſents ſhall be void, and of none effect, notwithſtanding any thing in theſe preſents to the contrary. *In Witneſs*, &c.

A Defeazance of a Judgment, before it be entred upon the Warrant given to acknowledge a Judgment.

THis *Indenture* made the 10th day of *A.* &c. and in the year of our Sovereign Lord King *C.* &c. Between *E. C.* of, &c. in the County of &c. of the one part; and *T. R.* of &c. in the County of, &c. on the other part. *Witneſſeth*, That *whereas* the above-named *T. R.* before the enſealing and delivery hereof, hath acknowledged and ſuffered one Judgment to be entred upon Record in his Majeſties Bench at *Weſtminſter*, in *Eaſter* Term now next enſuing, for &c. and &c. Coſts of Suit thereupon aſſeſſed at the Suit of *E. C.* *Nevertheleſs* it is Agreed, Conditioned, Covenanted and Granted by and between the ſaid parties to theſe Preſents either to other. That if the ſaid *T. R.* his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do well and truly ſatisfie, content and pay, or cauſe to be well and truly ſatisfied, contented and paid to the ſaid *E. C.* or his Aſſigns, the Summe of, &c. of lawful money of *England*, yearly and every year, during the natural life of him the ſaid *E. C.* at the 4. moſt uſual Feaſts or Terms in the year, (*viz.*) at the Feaſt of St. *M. the birth* of, &c. and *the Annunc.* of *M.* or within 14 dayes next after any of the ſaid Feaſts, by even and equal portions, the ſaid payments to be made at, or in, &c. That then the ſaid Judgment ſhall be utterly void, and of none effect. And that then after the deceaſe of the ſaid *E. C.* (the ſaid quarterly payments being duly made, or by him the ſaid *E. C.* accepted) the Executors or Adminiſtrators of him the ſaid *E. C.* ſhall upon requeſt made, give ſufficient Warrant for the acknowledging of ſatisfaction upon Record for the ſaid Judgment. *And* in the mean time, he the ſaid *E. C.* nor his Aſſigns, ſhall not ſue forth, nor proſecute any manner of Execution, upon the ſaid Judgment, againſt the ſaid *T. R.* his Executors nor Adminiſtrators, nor againſt them, or any of their Goods, Lands or Tenements. But if default ſhall be made of any the ſaid payments, at the dayes and place aforeſaid, and other good ſatisfaction not given, That then, and at all times after, the ſaid *E. C.* his Executors, Adminiſtrators and Aſſigns, ſhall and may take his or their due courſe of Law upon the ſaid Judgment, in that behalf provided. *In Witneſs*, &c.

Defeazance of a Judgment.

THis Indenture tripartite, made the &c. day of, &c. in the Year of our Lord, *&c.* Between *J.* and *T.B.* of *L.* Gent. *J. P.* and *G.* and *A.* his Wife late of *A.* Spinſter, *R.B.* and *K. B.* of *L.* Spinſt. and *J.C.* of *L.* aforeſaid of the firſt part. *T.L.* of *S.* in the County of *M.* of the 2d part. And *W. R.* of *W.* in the County of *E.* and *J. P.* of *L.* in the County of *E.* Eſq; of the 3d part. *Whereas* the ſaid *J. C.* in the Term of, &c. in the &c. year of his Majeſties Reign, &c. had, obtained, and recovered Judgment in his Majeſties Court of the Kings Bench at *Weſtminſter*, againſt the ſaid *T. L.* by the name of Sir *T.L.* Kt. otherwiſe called Sir *T. L.* of *S.* in the County of *M.* Kt. for, &c. debt and &c. Damages and Coſts of Suit, as by the Records of the ſame Court it doth and may appear, which ſaid Judgment was had and obtained in manner aforeſaid, by the ſaid *J. C.* in his name, but in truſt only, and to and for the uſe and benefit of the ſaid *J.B. T. B.* and *A.* now Wife of the ſaid *I. P.* then *A.B. K.B.* and *E.B.* *And whereas* the ſaid *T.L.* by one Indenture bearing the ſame date with theſe preſents, made between the ſaid *T. L.* of the one part, and the ſaid *I.P.* of the other part, and by other Conveyance and Aſſurance in the Law hath, for and in conſideration of the Sum of, *&c.* of lawful money of *England*, to him in hand paid by the ſaid *I. P.* granted, bargained, ſold, enfeoffed, and confirmed unto the ſaid *J. P.* his Heirs and Aſſigns for ever, all that Cloſe, peece or parcel of Land, or Paſture-ground, called the 7. Acres, containing by Eſtimation, *&c.* And alſo all that peece or parcel of Ground, called the *&c.* containing, *&c.* And all that, &c. As by the ſaid Indenture and Aſſurances it doth and may appear. *And whereas* it was agreed by, and between the ſaid *T. L.* and *I. P.* that the ſaid Purchaſe-money ſhould be paid unto the ſaid *I. B. T.B. I.P.* and *A.* his Wife, *K. B.* and *E. B.* to whom the ſaid debt and damages before mentioned properly belongeth; and that the ſaid Judgment ſhould be made over to ſome perſon to be truſted by the ſaid *I. P.* for the protecting of the aforeſaid Lands and Premiſſes, ſo purchaſed as aforeſaid, from Incumbrances done by the ſaid *T. L.* whereunto the ſaid Lands or Premiſſes are, or may be liable.

Now this Indenture Witneſſeth, That the ſaid *I. C.* for and towards the performance of the ſaid Agreement, and for, and in conſideration of the Summe of, &c. paid to the ſaid *I.B. T.B. I.P.* and *A.* his Wife, *K.B.* and *E.B.* by the ſaid *T.L.* the Receipt whereof the ſaid *I.B.* and *T. B. I. P.* and *A.* his Wife, *K.B.* and *E.B.* doth hereby acknowledge, and thereof, and of every part and parcel thereof do acquit and diſcharge the ſaid *T.L.* his Heirs and Aſſigns, by theſe preſents, hath granted, aſſigned and ſet over, and by theſe preſents, doth (at the Requeſt, and by the appointment of the ſaid *I.B.* and *T.B. I.P.* and *A.* his Wife *K.B.* and *E.B.* teſtified by their being made parties to theſe preſents,) Grant, aſſign, and ſet over unto the ſaid *W. R.* (being a perſon nominated, and truſted by the ſaid *I. P.* for his uſe and benefit) his Executors, Adminiſtrators and Aſſigns, the ſaid Judgment before mentioned, and all and every Sum

and

and ſums of money therein mentioned, or thereby recovered. And all benefit, profit and advantage to ariſe, grow or happen, or to be had or obtained upon, or by vertue of the ſame, in any manner of wiſe. *And* to the Intent, that the ſaid Lands and Premiſſes, may be the better protected from Incumbrances, according to the true intent and meaning of theſe preſents, the ſaid *I.C.* doth hereby make, depute, appoint and conſtitute the ſaid *W.R.* his lawful Attorney, in his name and ſtead, but to the uſe of the ſaid *I.P.* his Heirs and Aſſigns, and at his and their proper Coſts and Charges, to ſue out an *Elegit* or *Extent*, upon the ſaid Judgment ſo had and obtained, by and in the name of the ſaid *I.C.* as aforeſaid. *And further*, to do, perform, and execute all and every other matter, thing or things whatſoever, that ſhall be meet, needful, expedient, and lawful to be done, performed or executed, in or about the extending of the Premiſſes, or any part thereof, as amply in every reſpect, as the ſaid *I.C.* himſelf might, or could do or perform the ſame, if he were from time to time preſent, at the doing thereof, and did the ſame perſonally, ratifying, allowing and confirming for good and effectual in Law, all and whatſoever his ſaid Attorney, or any his Subſtitutes ſhall lawfully do, or cauſe to be lawfully done in & about extending the Premiſſes, or any part or parcel thereof, to the uſe aforeſaid, by vertue of theſe preſents. *And* the ſaid *I.C.* for him, his Executors and Adminiſtrators, doth Covenant and grant to, and with the ſaid *W.R.* his Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe preſents, in manner and form following, *That is to ſay*, That he ſaid *I.C.* his Executors and Adminiſtrators, ſhall not, nor will at any time after revoke, fruſtrate, or make void this preſent Writing, or Letter of Attorney, or any power or Authority hereby given or granted, without the conſent of the ſaid Sir *W.R.* his Executors, Adminiſtrators or Aſſigns, firſt had and obtained in Writing, under his Hand and Seal. *And alſo*, that the ſaid *I.C.* his Executors and Adminiſtrators, ſhall and will from time to time, and at all times hereafter, upon reaſonable Requeſt and notice to be made or given to him or them, and at the Coſts and Charges of the ſaid Sir *W.R.* his Executors, Adminiſtrators or Aſſigns, avow, juſtifie, and maintain with effect, all and every ſuch lawful Act and Acts, thing and proceedings whatſoever, as ſhall be lawfully done and performed by the ſaid Sir *W.R.* or any his Subſtitutes in and touching the extending of the Premiſſes, or any part thereof. *And further*, That he the ſaid *I.C.* his Executors and Adminiſtrators, ſhall and will from time to time, and at all times hereafter, upon every reaſonable Requeſt, and at the proper Coſts and Charges of the ſaid Sir *W.R.* his Executors, Adminiſtrators or Aſſigns, make and give unto the ſaid *W.R.* his Executors and Aſſigns, ſuch further power and Authority, be it by making new Letter or Letters of Attorney, Warrant or Warrants of Attorney or otherwiſe, as ſhall be neceſſary for the better Authorizing of the ſaid Sir *W.R.* his Executors, Adminiſtrators or Aſſigns, or any of them, in and touching the extending of the Premiſſes, or any part thereof, to the uſe aforeſaid, as by the ſaid Sir *W.R.* his Executors, Adminiſtrators or Aſſigns, ſhall be reaſonably adviſed, demiſed or required. *In Witneſs*, &c.

Defeazance.

Defeazance of a Recognizance.

THis *Indenture* made the, &c. of *M. Anno Dom. &c.* and in the Year of the Reign of our Soveraign Lord, &c. between *H. H.* of *L.* Inholder, of the one part, and *S. S.* of *L.* Gent. of the other part, *Witneſſeth*, That *whereas* the ſaid *H. H.* at the inſtance and requeſt of the ſaid *S. S.* and for the cauſe, together with him the ſaid *S. S.* in and by one Recognizance, bearing date the, &c. now laſt paſt, knowledged to be inrolled in the Court of *Chancery*, become bound unto *T. S.* of *P.* in the County of *S.* Eſq. in the Sum of 1700*l.* of lawful money of *England*, as in and by the ſame Recognizance doth and may appear. *And whereas* alſo by one Indenture, bearing date the ſaid 6th day of *M.* laſt paſt, made between the ſaid *S. S.* and *H. H.* on the one part, and the ſaid *T. S.* on the other part, *Witneſſeth*, That *whereas* a Marriage was then intended (and now is ſolemnized) between the ſaid *S. S.* and *E. S.* the Siſter of the ſaid *T. S.* and for the ſettling of a competent and ſufficient Joynture, for the better maintenace and living of the ſaid *E.* if there happen to ſurvive and over-live the ſaid *S. S.* and that ſome ſtay and eſtate might be had to the Heir of the ſaid *S.* on the Body of the ſaid *E.* lawfully to be begotten. The ſaid *S. S.* and the ſaid *H. H.* at the inſtance and requeſt of the ſaid *S. S.* together with the ſaid *S.* for themſelves, and either of them, their, and either of their Heirs, Executors and Adminiſtrators, and every of them, did Covenant, Promiſe and Grant, to, and with the ſaid *T. S.* his Heirs and Aſſigns, by the ſaid Indenture, That the ſaid *S. S.* and *H. H.* or one of them, their, or one of their Heirs or Aſſigns, ſhall and will within 4 years next enſuing the date of the ſaid Indenture, well and ſufficiently convey and aſſure, or cauſe and procure to be well and ſufficiently conveyed and aſſured, Lands, Tenements and Hereditaments, within the Realm of *England*, of the cleer yearly value of, &c. by the year, over and above all and every yearly Charges, Deduction and Repairs; cleerly acquitted and diſcharged of all Titles, Troubles, and Incumbrances to the ſaid *E.* during her life; and after her death, to the uſe of the ſaid *S. S.* and the Heirs of the Body of the ſaid *E.* lawfully to be begotten; and for default of ſuch Iſſue, to the Heirs and Aſſigns of the ſaid *S. S.* for ever. *And* the perſon and perſons which ſhall ſo convey and aſſure the ſaid Lands, Tenements and Hereditaments, ſhall be at the time of the Conveyance thereof, lawfully, rightfully, and abſolutely ſeiſed of all the ſaid Lands, Tenements and Hereditaments, (in manner and form as aforeſaid) to be conveyed of a good and perfect Eſtate in the Law, in Fee-ſimple.

And further, the ſaid *S. S.* and *H. H.* for themſelves, and either of them, their, and either of their Heirs and Aſſigns, did Covenant, Promiſe and Grant, to, and with the ſaid *T. S.* his Heirs and Aſſigns, by the ſaid Indenture, That if the ſame *S. S.* ſhall deceaſe within the ſaid 4 years; and before ſuch aſſurance had and made, that then the Executors or Adminiſtrators of the

ſaid *S. S.* ſhall from the day of the death of the ſaid *S.* untill ſuch Aſſurance as aforeſaid, ſhall be made, well and truly pay, or cauſe to be paid to the ſaid *T.* if ſhe be living; and if ſhe be deceaſed, to ſuch Children as ſhall be in the mean time begotten on her Body, and then living, one yearly Rent of, &c. by the year, of lawful money of *England*, at 4 Feaſts or Terms in the year; (*That is to ſay*), At the Feaſt, &c. or within 20 dayes next after every of the ſaid Feaſts, by eaven proportion; the firſt payment thereof to begin at ſuch of the ſame Feaſts as ſhall next enſue the deceaſe of the ſaid *S. S.* *And whereas alſo*, by the ſame Indenture, It was covenanted and agreed between the ſaid Parties, and the ſaid *T. S.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, did Covenant, Promiſe and Grant, to, and with the ſaid *S. S.* and *H. H.* their Heirs and Aſſigns, by the ſaid Indenture, That if the ſaid *S. S.* and *H. H.* their Heirs, Executors and Adminiſtrators, and every of them, do and ſhall well and truly obſerve, perform, fulfil, and keep all and every the Covenants, Grants, Articles and Agreements in the ſaid Indenture contained, which on his or their Parties and Behalfs, are, or ought to be obſerved and kept, according to the Tenor, Purport, and true meaning of the ſaid Indenture, That then the ſaid Recognizance ſhould be void, fruſtrate, and of none effect, and a Vacate entred upon the Record thereof, any thing in the ſaid Indenture to the contrary notwithſtanding; and otherwiſe, the ſame to ſtand and abide in full force and ſtrength, &c. as by the ſaid Indenture at large doth and may appear.

And whereas alſo the ſaid *S. S.* in and by one other Recognizance, bearing date the ſaid, &c. day of, &c. now laſt paſt, knowledged to be inrolled in the Court of Chancery, became bound unto the ſame *H. H.* in the ſum of, &c. of lawful money of *England*, as in, and by the ſaid Recognizance, it doth and may appear. *Now* it is covenanted and agreed between the ſaid Parties to theſe preſents, and the ſaid *H. H.* for himſelf, his Heirs, Executors and Adminiſtrators, and every of them, doth Covenant, Promiſe and Grant, to, and with the ſaid *S. S.* his Heirs and Aſſigns, by theſe preſents, That if the ſaid *S. S.* his Heirs, Executors and Adminiſtrators, or any of them, do and ſhall well and truly obſerve, perform, fulfil, and keep all and every the Covenants, Grants, Articles and Agreements contained in the ſaid recited Indenture, which on the Parties, and behalfs of the ſaid *S. S.* and *H. H.* or either of them, are, or ought to be obſerved and kept, according to the Tenor and Purport, and true meaning of the ſaid recited Indenture. And thereby do acquit and diſcharge, and at all times hereafter ſave harmleſs the ſaid *H. H.* his Heirs, Executors and Adminiſtrators, and every of them, of, and from the ſaid recited Recognizance of, &c. and of, and from the ſaid Covenants contained in the ſaid recited Indenture, That then the ſaid Recognizance of, &c. knowledged by the ſaid *S. S.* to the ſaid *H. H.* ſhall be void, fruſtrate, and of none effect, and a Vacate entred upon the Record thereof, otherwiſe the ſame to ſtand and abide in full force and ſtrength; *In witneſſe, &c.*

A Defeazance upon a Judgment in the Sheriffs Court, in London.

THis *Indenture* made, &c. between *A. B.* Cit. and Merch. of *L.* and *C. D.* Cit. and *H.* of *L.* on the other part: *Witneſseth*, That *whereas* the ſaid *C. D.* the day of the date hereof hath acknowledged in the Sheriffs Court, in *L.* one Action of Debt commenced in the ſaid Court by *A. B.* againſt the ſaid *C. D.* Whereupon Judgment is already given, That the ſaid *A. B.* ſhall Recover 200 l. for Debt, and 5 s. for Coſts and Charges, as by the Records of the ſame Court, more at large it appeareth.

That the ſaid *A. B.* ſhall recover 200 l. for Debt, and 5 s. for Coſts and Charges.

Nevertheleſſe, It is now covenanted, granted, concluded and agreed, by and between the ſaid Parties to theſe preſents. And the ſaid *A. B.* for him, his Heirs, Executors and Adminiſtrators, doth Covenant, Promiſe and Grant, to, and with the ſaid *C. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, by theſe preſents, in manner and form following; *That is to ſay*, That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators and Aſſigns, do well and truly pay, or cauſe to be paid to the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, at his now dwelling-houſe ſcit. &c. the Sum of 100 *l.* of &c. in manner and form following; *That is to ſay*, *&c.* *And* ſo further, and from thenceforth quarterly on every of the ſame Feaſt dayes, or within 10 dayes next enſuing every of the ſame Feaſt dayes conſequently and next enſuing, one after another, at the place aforeſaid, untill the ſaid ſum of 200 l. ſhall be fully paid to the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns. That then he the ſaid *A. B.* his Executors and Adminiſtrators, ſhall and will at any time after ſuch full payment be made to him the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, of the ſaid ſum of 100 l. upon the reaſonable Requeſt, and the Coſts and Charges of the ſaid *C. D.* his Executors, Adminiſtrators and Aſſigns, acknowledge, or enter ſatisfaction of the ſaid Judgment in the ſaid Court, as in ſuch like caſes is uſed and accuſtomed. *And alſo*, that he the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, or any of them, or any other, by his or their means or procurement, ſhall not any time (before the ſaid *C. D.* his Executors, Adminiſtrators or Aſſigns, ſhall make default in payment of the ſaid ſum of 100 l. or ſome other part thereof, contrary to the form aforeſaid) ſue forth, or proſecute any Execution, Extent, or other Proceſſe whatſoever againſt the ſaid *C. D.* his Heirs, Executors or Adminiſtrators, or any of them, or any of his or their Lands, Tenements, Hereditaments, Goods or Chattels, or any of them, or any part thereof, upon, or touching the ſaid Judgment, or ſum of money therein contained.

Provided alwayes, and it is further conditioned, concluded and agreed, between the ſaid Parties, to theſe preſents, That if the ſaid *C. D.* his Heirs, Executors, Adminiſtrators or Aſſigns, ſhall make default, of, or in any payment of the payments aforeſaid, of the ſaid ſum of 100 l. in part, or in all, contrary to the form aforeſaid, That then, and immediately from and after ſuch default made, all and every the Covenants, Grants, Articles, Clauſes and Agreements, in theſe preſents contained, on the part and behalf of the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, and every, or any of them to be performed, done and kept, ſhall cleerly be void, and of none effect. And that then, or at any time after ſuch default made, it ſhall or may be lawful, to, and for

for the ſaid *A.B.* his Executors, Adminiſtrators, or Aſſigns, or any of them, to ſue forth, take, uſe, and have againſt the ſaid *C. D.* his Heirs, Executors, and Adminiſtrators, or any of them, his or their or any of their Lands, Tenements, Hereditaments, Goods and Chattels, or any of them, or any part thereof, all or any ſuch lawful Actions, Suits, Proceſſes, Extents and Executions, and other Remedies upon or concerning the ſaid Judgment, as he or they might, could, or ought to have had or done, if theſe preſents had never been made or had; any thing therein contained to the contrary in any wiſe notwithſtanding. *In witneſs, &c.*

Defeazance of a Bargain and Sale, &c. Judgment.

THis *Indenture* made &c. between *T.T.* &c. of the one part, and *W.T.* &c. of the other part. *Whereas* by 2. ſeveral Indentures both bearing date the &c. now laſt paſt made or mentioned to be made between the ſaid *W.T.* of the one part, and *T.T.* of the other part, and the one of them intended to be inrolled in the High Court of *Chancery*, the ſaid *W.T.* for the conſideration therein mentioned, Hath ſold and conveyed, or intended to ſell and convey a Meſſuage Tenement, with the Appurtenances and other things in the ſaid Indenture mentioned, unto the ſaid *T.T.* and his Heirs, and hath entred into divers Covenants and Agreements in one of the ſaid Indentures contained. *And whereas* the ſaid *T.T.* by the Judgment of the Court of Kings Bench at *Weſtm.* did in *Hillary* Term now laſt paſt againſt the ſaid *W.T.* recover in an Action of Debt upon an Obligation of 100 l. penalty bearing date the ſaid &c. laſt paſt, 100 l. debt, and 21 s. for Coſts of Suit, As by the ſaid Indenture and as by the Record of the ſaid Judgment may appear.

Now this Indenture witneſſeth, That it is covenanted and agreed by and between the ſaid parties to theſe preſents, *And* the ſaid *T.T.* for himſelf, his Executors and Adminiſtrators, doth covenant, promiſe and agree to and with the ſaid *W.T.* his Heirs, Executors, and Adminiſtrators, and every of them, do and ſhall from time to time, and at all times hereafter obſerve, fulfill, and keep all and ſingular the Covenants, Grants, Articles, Promiſes and Agreements mentioned and compriſed in the ſaid recited Indenture of Covenants, which on the part and behalf of the ſaid *W.T.* his Heirs, Executors, and Adminiſtrators, and every of them, are and ought to be obſerved and performed, fulfilled and kept according to the true intent and meaning of the ſame Indenture, that then the ſaid *T.T.* his Executors and Adminiſtrators, ſhall and will at and upon the requeſt, coſts, and charges of the ſaid *W.T.* his Heirs, Executors, and Adminiſtrators, acknowledg ſatisfaction upon the Record of the ſaid Judgment, deliver up to the ſaid *W.T.* his Heirs, Executors, and Adminiſtrators, the ſaid Obligation to be cancelled, he the ſaid *W.T.* his Heirs, Executors, and Adminiſtrators firſt ſealing, and as his or their Act and Deed, or Acts and Deeds, delivering unto the ſaid *T.T.* his Executors and Adminiſtrators, a general Releaſe of and for all errours and erronious proceedings whatſoever in

in or about the ſuing or preſenting of the ſaid Action, or the miſ-entry or non-entry of the ſaid Judgment, and that in the mean time and untill breach of ſome of the Covenants, Grants, Articles, Promiſes, or Agreements in the ſaid Indenture of Covenants contained, he the ſaid *T.T.* his Executors or Adminiſtrators ſhall not or will not ſue or procure to be ſued forth any Writ of Execution or Extent upon the ſaid Judgment againſt the ſaid *W.T.* his Heirs, Executors, or Adminiſtrators, or any of them, or againſt his, their or any of their Lands, Tenements, Goods or Chattels. *In witneſs*, &c.

DEPUTATIONS.

A Deputation for a Receivor.

THis *Indenture* made, &c. between *J.E.* of &c. of the one part, and *L. B.* and *J.B.* of the other part. *Whereas* our late Soveraign Lord King *Charles* the Firſt, of happy Memory, by his Letters Patents under the Great Seal of *England*, bearing date the &c. day of &c. did give and grant unto *R.C.* Eſq; and the ſaid *J.E.* joyntly and ſeverally, the Office of Receivor of the Iſſues and Revenues of all and ſingular the Honors, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Services, and other Poſſeſſions and Hereditaments whatſoever of him, his Heirs and Succeſſors, in the Counties of *S.* and *C.* and in all other Towns and places whatſoever as well within Liberties as without, within the Precincts, Limits, and Circuits of the ſame Counties and either of them, formerly being in the Survey and Government of the ſaid late Majeſties late Court of Augmentation and Revenue of his Crown of *England*, and of the Officers and Miniſters of the ſaid late Court, and then being aſſigned and appointed to the Survey and Government of his Court of Exchequer, and of the Officers and Miniſters of the ſame Court, and by the ſame Letters Patents did make, ordain, and conſtitute them the ſaid *R.C.* and *J. E.* and either of them joyntly and ſeverally, Receivor of the Revenues of his ſaid Court of Exchequer; *To wit*, Receivor of the Iſſues and Revenues of all and ſingular the Honors, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Poſſeſſions and Hereditaments of the ſaid late King in the ſaid County of *S.* and *C.* and in all other the Towns, Villages, and Places aforeſaid, *To have*, enjoy, exerciſe, and occupy the ſaid Office to the ſaid *R.C.* and *J.E.* and either of them joyntly and ſevenally by themſelves, or by their ſufficient Deputy or Deputies of either of them, for and during the lives of them the ſaid *R.C.* and *J.E.* and of the longer liver of them, together with all Allowances of Diet, Profits, Commodities, Advantages, Authorities, Rights and Preheminencies whatſoever any way to the ſaid Office belonging or incumbent, and alſo the Fee of &c. *per annum*

and &c. for Portage of every 100 l. of the Money of the ſaid King, his Heirs or Succeſſors, by them or either of them received of the Iſſues aforeſaid, as by the ſame Letters Patents may more at large appear.

And whereas the ſaid *R.C.* is ſithence dead, and the ſaid *J.E.* him Surviveth, *Now this Indenture Witneſſeth*, That the ſaid *J.E.* for the great truſt and confidence he repoſeth in the ſaid *L.B.* and *J.B.* for the due Execution of the ſaid Office for and on the behalf of him the ſaid *J.E.* and for divers other good Cauſes and Conſiderations him thereunto moving, hath deputed, conſtituted, made and appointed; *And* by theſe preſents doth depute, conſtitute, make and appoint them the ſaid *L.B.* and *J.B.* joyntly, and either of them ſeverally his Deputy and Deputies, to collect, receive and gather all and every Sum and Sums of money which he the ſaid *J.E.* by vertue of the ſaid Letters Patents, may, might, ſhould, or ought to collect, receive or gather in the ſaid County of *S.* and *C.* and either of them, and in all other Towns and places whatſoever (as well within Liberties as without) within the Precincts, Limits and Circuits of the ſame Counties, and either of them.

And the ſaid *J.E.* doth by theſe preſents give and grant unto them the ſaid *L.B.* and *J.B.* and either of them joyntly and ſeverally, the Office or place of Deputy-Receivor of the Revenues of the ſaid Kings Court of Exchequer: *To wit*, the Office of Deputy-Receivor of the Iſſues and Revenues of all and ſingular the Honors, Caſtles, Lordſhips, Mannors, Lands, Tenements, Rents, Poſſeſſions and Hereditaments of the ſaid now King in the ſaid Counties of *S.* and *C.* and in all other the Towns, Villages, and places aforeſaid; *To have*, hold, uſe, exerciſe, occupy and enjoy the ſaid Authority and Deputation, and the ſaid Office of Deputy-Receivor aforeſaid, to them the ſaid *L.B.* and *J.B.* and either of them joyntly and ſeverally, for and during the lives of them the ſaid *L.B.* and *J.B.* and of the longer liver of them, if he the ſaid *J.E.* ſhall ſo long live.

And the ſaid *J.E.* doth hereby give and grant unto the ſaid *L.B.* and *J.B.* and to the Survivor of them, full power and authority to receive and take all allowances of Dyet, Profits, Commodities, Advantages, Authorities, Rights, Fees, Duties, Sums of Money, Rewards and Preheminencies whatſoever to the ſaid Office of Receivor aforeſaid, or to the ſaid *J.E.* by reaſon of the ſaid Office, or by virtue of the ſaid Letters Patents belonging, appertaining or incumbent, or perticularly the ſaid Fee of 10 l. *per annum*, and the ſaid Fee or Reward of &c. for the Portage of every 100 l. of the Kings Money by the ſaid Letters Patents granted to the ſaid Patentee as is aforeſaid, *To have*, receive, and take all the Fees, Duties, Profits, Commodities and Advantages aforeſaid, unto the ſaid *L.B.* and *J.B.* and either of them, to their and either of their own proper uſe and behoof, without any account thereof making or to be made to the ſaid *J.E.* his Executors, Adminiſtrators, or Aſſigns, or any of them.

And the ſaid *L.B.* and *J.B.* for themſelves, their Heirs, Executors, and every of them, do joyntly and ſeverally covenant, promiſe, and grant to and with the ſaid *J.E.* his Heirs, Executors, and Adminiſtrators, and to and with every of them by theſe preſents, in manner and form following; *That is to ſay*, That they the ſaid *L.B.* and *J.B.* or one of them, ſhall and will from henceforth from time to time well and diligently, duly and carefully execute the ſaid Office of

Receivor

Receivor aforesaid, for and in the Name, and on the behalf of him the said *J. B.* and shall and will from time to time, and at all times hereafter, well and truly answer, satisfie, and pay all and singular such Sum and Sums of Money as they the said *L. B.* & *J. B.* and either of them, or their or either of their Clerks, Substitutes, Servants or Agents, or either of them shall receive in respect of the Office of Receivor aforesaid, or as Deputies or Deputy to the said *J. E.* of the said Office, and which shall be any wayes hereafter charged or chargeable upon the Accompt of the said *I. E.* by reason of the said Office at such time and times, places and place, and in such manner as the same are or ought to be paid, and shall also from time to time sufficiently save harmless and defend the said *I. E.* his Heirs, Executors, and Administrators, and his and their Lands and Tenements, Goods and Chattels, of and from all and every the Sum and Sums of money aforesaid, and of and from all losse and damage that shall or may happen or come to him the said *I. E.* his Heirs, Executors, and Administrators, and every of them, by reason of the said Moneys, or for the not executing or mis-executing of the said Office, or for any other matter, cause, or thing wherewith the said *I. E.* shall or may be charged or chargeable in relation to the said Office.

And the said *I. E.* for him, his Heirs, Executors, and Administrators, and for every of them, doth covenant, grant and agree to and with the said *L. B.* and *I. B.* their Executors and Administrators, by these presents, That he the said *I. E.* will not at any time hereafter revoke or repeal the said Deputation, or any Authority hereby granted, or do or suffer to be done any Act, Matter or Thing whereby the same may become void, invalid, or of none effect; or whereby the said *L. B.* and *I. B.* or either of them, may be hindred or suffered not to receive the before-mentioned Fee or Fees, or any of the before-mentioned Profits belonging to the said Office, or any of them, and granted or intended to be granted to the said *L. B.* and *I. B.* as aforesaid; and that they the said *L. B.* and *J. B.* and the Survivor of them, shall and may have, hold exercise and enjoy the Office of Deputy-Receiver aforesaid, and have, receive, take and enjoy all Fees, Benefits, and Advantages hereby to them granted or intended to be granted as aforesaid, during all the term and time hereby granted and intended to be granted, without any Suit, Let, Trouble Interruption or Disturbance of or by him the said *J. E.* or any lawfully claiming under him, or of or by any other person or persons with or by his means, default, privity or procurement. *In witness* &c.

A Deputation or Under-Stewardship.

TO *all*, &c. *A. B.* &c. greeting. *Whereas C. D.* for &c. by his Writing bearing date, &c. Hath appointed and ordained me the said *A.* his Steward of his Lordships and Mannors of *D.* and *S.* and of all Courts of View

of *Frank-Pledg* and Leets within the Mannors aforesaid. *To have, hold, occupy, and exercise* the Office aforesaid by me or my sufficient Deputy or Deputies for term of my life, with the Fees, Wages, Rewards to the same Office belonging, or anciently due and accustomed, together with the yearly Fee of 5 l. for the exercise and occupying the said Office as by the said Writing more at large appeareth.

Now know ye me the said *A. B.* to have made, ordained, and by these presents to have constituted my welbeloved *R. S.* my Deputy or Under-Steward of the Mannors or Lordships aforesaid. *To have, hold, occupy and exercise* the said Office of Deputy-Steward of me the said *A.* for term of natural life. Taking and having yearly during the said term, for exercising and occupying the said Office, all Fees, Wages, Rewards and Profits to the same Office belonging, or anciently due or paid. Together with the said Annual Rent or Fee of 5 l. and fully and wholly, and in as ample manner and form, as I now, or heretofore have had, received, have used, or to do, have accustomed. *In witnesse*, &c.

A Deputation of a Stewardship.

THis *Indenture* made, &c. between *W. K.* Esquire, Steward of the Honor of *B.* in the County of *H.* and the Mannors and Courts thereunto belonging, of the one part, and *J. H.* Gent. of the other part, *Witnesseth*, That the said *W. K.* hath made, ordained, constituted, and appointed; and by these Presents doth make, ordain, constitute and appoint the said *J. H.* his Deputy, Steward of the Honor aforesaid, and the several Mannors and Courts thereunto belonging. *And* by these Presents, doth give and grant unto the said *J. H.* the Deputation and execution of the said Office of Steward of the Honors and Mannors aforesaid; *To have, hold*, enjoy, and exercise the said Office to the said *I. H.* for and during the natural life of the said *W. K.* together with all Fees, Rewards, Profits, Allowances, Preheminences, Commodities and Advantages whatsoever to the said Office in any manner of way belonging or appertaining, so long as the said *I. H.* shall have and exercise the said Office in as large and ample manner as the same is granted by *G. F.* and *G. P.* by their Indenture bearing date, &c. to the said *W. K.* except the Fee of 5 l. to the said *W. K.* granted by the said Indenture, for the execution of the said Office. *In Witness*, &c.

A Deputation of an Office.

TO *all Christian People*, to whom this present Writing Indented shall come, *S. E.* of *D.* sendeth greeting in our Lord God everlasting. *Know ye*, That the said *S. E.* for divers good causes and considerations him hereunto

hereunto moving, hath aſſigned, made, ordained and conſtituted, and by theſe preſents doth authorize, nominate and appoint *T. B.* of *C.* his true and faithful Deputy, for him and in his name to exerciſe and execute the Office of Bayliff of the Liberty of the Dutchy of *L.* Feodary, Eſcheator, and Clerk of the Market of *G.* in the ſaid County of *L.* and not elſewhere, and to receive all and ſingular Rents, Iſſues, Profits and Commodities, and Caſtle-Ward of *L.* for Knights Fee, with all and ſingular the aforeſaid Hundreds in the ſaid &c. to the ſaid Caſtle and Honor of *L.* belonging or appertaining; and alſo to do and execute all things pertaining to the Leets and View of *Frank-Pledge* of *S.* within theſe ſeveral Hundreds, and to receive and take all Perquiſites, Profits, and Certainties of the ſame Leets, and the Pleas, Perquiſites and Profits of all and ſingular the ſeveral Towns within the ſaid Hundreds, and every of them; and alſo to do and execute every ſuch other Acts and Things pertaining to the Offices aforeſaid, or any of them, within the ſaid ſeverall Hundreds or any of them, in as large and ample manner as the ſaid *S. E.* by force and vertue of any Grant or Grants, Conveyance or Conveyances from or out of the ſaid Dutchy of *L.* to him made, or now inveſted in him of the Premiſſes, or any part or parcell thereof lawfully might or could do or execute, have or receive of, for, or by reaſon of the ſame, or the execution thereof within the ſaid ſeveral Hundreds aforeſaid or any of them, and not elſewhere. And alſo to take and receive all the Rents, Iſſues, and Profits of the ſaid ſeverall Hundreds in the ſaid County of &c. and the Leets of the ſame Hundreds, and all other Profits and Commodities to the ſame Hundreds and Leets belonging, Excepting out of this Deputation whatſoever is excepted in the Grant or Grants made to the ſaid *S. B.* or to thoſe from whom he claims the ſame Premiſſes, or any part of them. *In Witneſs, &c.*

Feoffments.

FEOFMENTS.

A Feoffment towards the performance of the Covenant of further assurance in an Indenture of Bargain and Sale, with a Letter of Attorney in the same to deliver Seisin.

THis *Indenture* Tripartite, made the &c. between *T. L.* of the first part, *J. P.* of the 2d. part; and *J. H.* of the 3d. part, *Witnesseth*, That the said *T. L.* towards the performance of the Covenant of further Assurance, contained, specified, and declared, in one Indenture of Bargain and Sale, of the Lands, Tenements, and Hereditaments herein after mentioned, bearing date &c. and made between the said *T. L.* of the one party, and the said *J. P.* of the other party; And for divers other good causes and considerations him the said *T. L.* thereunto specially moving; Hath granted, aliened, enfeoffed and confirmed, and by these presents doth grant, alien, enfeoff, and confirm unto the said *J. P.* his Heirs and Assigns for ever, all that Close, &c. And the Reversion and Reversions, Remainder and Remainders, of all and singular the said &c. before granted, aliened, enfeoffed, or confirmed, or hereby meant, mentioned, or intended to be hereby granted, aliened, enfeoffed, and confirmed Premisses, and every part and parcel thereof. And also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *T. L.* of, in, and to the same, and of, in, and to every part and parcel thereof: And also all Woods, Under-woods and Trees now growing, standing, or being, or which at any time hereafter shall stand, grow, or be upon the same Premisses, or any part or parcel thereof: *To have and to hold* the said Closes, &c. and all and singular the Premisses hereby granted, aliened, enfeoffed, and confirmed Premisses, and every part and parcel thereof, with their and every of their Appurtenances, unto him the said *J. P.* his Heirs and Assigns for ever, to the only and proper use of the said *J. P.* his Heirs and Assigns for ever: And for no other use, intent, or purpose whatsoever.

And, the said *T. L.* for him and his Heirs, the said Closes, &c. and all and singular other the Premisses hereby granted or mentioned, or intended to be hereby granted, aliened, enfeoffed, and confirmed, with their and every of their Appurtenances, unto the said *J. P.* and his Heirs, unto the use of the said *J. P.* his Heirs and Assigns, against him the said *T. L.* and his Heirs, shall and will for ever warrant and defend by these presents: And to the end, intent and purpose,

purpoſes, that the Eſtate in and by this preſent Indenture granted, may be fully executed, according to the true intent & meaning of theſe preſents; The ſaid *T. L.* hath nominated, conſtituted, ordained & appointed, & in his place & ſtead put, and by theſe preſents doth nominate, conſtitute, ordain, appoint, and in his place and ſtead put, the ſaid *I. H.* his true and lawful Attorney, and by theſe preſents doth give and grant unto the ſaid *I. H.* his ſaid Attorney, full power and Authority for him, and in his name and ſtead, into all and ſingular the ſaid Cloſes, *&c.* and Premiſſes herein before meant, mentioned, or intended to be hereby aliened, enfeoffed, and confirmed, and into every, or any part or parcel thereof, in the name of the whole, to enter, and quiet and peaceable poſſeſſion and Seiſin thereof, or of any part or parcel thereof, in the name of the whole to take and receive: And after peaceable poſſeſſion thereof had and taken as aforeſaid, to deliver quiet and peaceable poſſeſſion and Seiſin thereof, or of any part or parcel thereof, in the name of the whole to the ſaid *I. H.* his Heirs or Aſſigns, or to his or their lawful Attorney or Attorneys, ſufficiently authorized to receive and take the ſame, and him or them to leave in the quiet and peaceable poſſeſſion thereof, according to the true intent and meaning of theſe preſents.

And the ſaid *T. L.* doth hereby allow of, ratifie and confirm whatſoever the ſaid *I. H.* his ſaid Attorney, ſhall lawfully do, or cauſe to be done, in and about the Premiſſes, by vertue of theſe preſents, to be as good, effectual and available in the Law, to all intents and purpoſes whatſoever, as if he the ſaid *T. L.* had done the ſame in his own perſon, or had been preſent at the doing thereof: *In Witneſs*, &c.

The Indorſement of Livery of Seiſin upon his Deed.

Memorand: *That full and peaceable poſſeſſion and Seiſin, of all and ſingular the Lands, Tenements and Hereditaments within granted, or mentioned to be granted, was had and taken by the within named* I. H. *for and in the name of the within named* T. L. *And alſo for, and in the name of the within named* T. L. *delivered by the ſaid* I. H. *unto the within named* I. P. *according to the Authority within given; To hold to him the ſaid* I. P. *his Heirs and Aſſigns, according to the form and effect within written; In the preſence of*, &c.

A Feoffment of Land for performance of a Will, and after to the uſe of a mans Children, with a Proviſo to defeat the Deviſe, if the Feoffor will, penned by very good Councel.

THis *Indenture* made, &c. between the Right Honourable *W.* Viſcount, *H.* &c. on the one part, and the Right Honourable *A.* Lord *G.* Sir *P. C.* Kt. *T. W.* &c. on the other part, *Witneſſeth*, That the ſaid Viſcount, for and in conſideration of the Fatherly good will and affection which the Viſcount bear-

eth

eth towards *R.* and *W.* the 2. Sons of the ſaid Viſcount, and for the advancement and preferment of the ſaid *R.* and *W.* and the Heirs males of their bodies lawfully to be begotten, and for the advancement and preferment of the Heirs males of the body of the ſaid Viſcount *H.* lawfully to be begotten, and for the conſiderations hereafter in theſe preſents expreſſed, hath given, granted, enfeoffed and confirmed, and by theſe preſents doth give, &c. to the ſaid *A.* Lord *G.* &c. all thoſe his Mannors of *W. L. M. P.* and *B.* in the County of *H.* &c. and 2. parts of the Mannors of *N. V.* &c. in the County of *L.* with all and ſingular Liberties, Courts, Views of Frank-pledge, Fairs, Commodities, Franchiſes, Priviledges, Jurisdictions, Preheminences, Emoluments and Appurtenances whatſoever, to or with the ſaid Mannors, Lands, Tenements or Hereditaments, belonging, uſed or enjoyed, or in the ſame or any of them, or any part or parcel thereof, iſſuing, ariſing, happning, uſed, or exerciſed; *To have and to hold*, as well all and ſingular the ſaid Mannors, Lands, Tenements and Hereditaments which were before ſpecified, to be entirely granted: As alſo the ſaid 2. parts of the ſaid Mannors, Lands, Tenements and Hereditaments, [whereof the 2. parts onely are ſpecified to be granted.] And all other the Liberties, Preheminences, Franchiſes, Jurisdictions, Commodities, and other the Premiſſes whatſoever, with all and ſingular the Appurtenances thereof to the ſaid *A.* Lord *G.* &c. and their Heirs for ever, to the uſe and behoof of the ſaid Viſcount, for term of his life, without impeachment of Waſt, and after the deceaſe of the ſaid Viſcount, and during the time that the ſaid *R. D.* Son and now Heir apparant of the ſaid Viſcount, or any other, being Heir of the ſaid Viſcount, ſhall be under the age of 22. years, and untill ſome Heir of the ſaid Viſcount ſhall have accompliſhed the full age of 22. years, to the uſe of the ſaid *A.* Lord *G.* &c. and the Survivors and Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, to the intent and purpoſe, that the ſaid *A.* Lord *G.* &c. and the Survivors and Survivor of them, and the Executors and Adminiſtrators of the Survivor of them, ſhall take, perceive, levy, poſſeſs, uſe and enjoy the Rents, Iſſues, Profits, Revenews, Commodities and Emoluments, of all and ſingular the ſaid Lordſhips, Mannors, Lands, Tenements and Hereditaments, and other the Premiſſes, with the Appurtenances, and the ſame imploy during ſuch minority and minorities, as is aforeſaid, for and towards the performance, payment, and ſatisfying of all the Legacies and Bequeſts of money, Annuities of years, and Debts of the ſaid Viſcount, to be mentioned in the Teſtament and laſt Will of the ſaid Viſcount, according to the Tenor, Purport and true meaning of the ſaid Viſcount, in his ſaid Teſtament and laſt Will to be declared, and to the uſe and intent that the ſaid Feoffees, and the Survivors and Survivor of them, and their Heirs, ſhall with the Profits, Revenues, Commodities, Iſſues and Emoluments, coming growing, and ariſing, of, and in all and ſingular the ſaid Lordſhips, &c. beſtow, diſburſe, and expend from time to time, the competent and neceſſary charges in the Law, and otherwiſe, for the defence and maintenance of the poſſeſſion and Title, of all and ſingular the Premiſſes, and every or any part thereof, and for the reparations and defence of the Buildings, Edifices, Houſes and Severalls, in and upon the Premiſſes, or any part thereof, from time to time, neceſſary, meet, and competent to be diſburſed

burſed and expended, until ſuch time as the Legacies, Debts and Bequeſts of the ſaid Viſcount, to be mentioned in his ſaid Teſtament, ſhall be performed, and until ſome Heir of the ſaid Viſcount, ſhall have accompliſhed the full age of 22. years, and after ſatisfaction of the ſaid Legacies, Debts and Annuities, and for the Surpluſage that ſhall ſurmount the ſame Debts, Legacies and Annuities, and other the charges aforeſaid ſatisfied, to the intent that the ſaid *A.* Lord *G.* &c. ſhall imploy and ſuffer the Premiſſes and Surpluſage thereof, to go, remain and come to the uſe, profit, and benefit of the Heir of the ſaid Viſcount, and after the ſaid *R. D.* being Heir of the ſaid Viſcount, or other Heir of the ſaid Viſcount, ſhall accompliſh the full Age of 22. years, that then the ſaid *A.* Lord *G.* &c. and their Heirs, ſhall ſtand and be ſeized of, and in all and ſingular the ſaid Mannors, &c. to the uſe of the ſaid *R. D.* and the Heirs Males of his body lawfully begotten: And for default of ſuch Heir Male of the Body of the ſaid *R. D.* lawfully begotten, to the uſe and behoof of the ſaid *W. D.* 2d Son of the ſaid Viſcount, and the Heirs males of his Body lawfully begotten: And for default of ſuch Heir Male of the Body of the ſaid *W. D.* lawfully begotten, to the uſe and behoof of the Heirs Males of the Body of the ſaid Viſcount lawfully begotten, and to be begotten, and for default of ſuch Heirs, to the uſe of the Heirs of the body of the ſaid Viſcount, and for default of ſuch Iſſue, to the uſe of the right Heirs of the ſaid *R. D.* for ever.

Provided always, and the true meaning, uſe and intent of theſe preſents is; That if the ſaid Viſcount, at any time hereafter, during his life-time, ſhall demiſe, grant, or leaſe the ſaid Mannors, &c. or any part or parcel thereof by his Deed indented under his Seal, and with ſubſcription of his name, with his own proper hand, for term of any year or years, life or lives, that then, and immediately from and after every ſuch Leaſe, Demiſe and Grant, or ſuch Leaſes, Demiſes or Grants, ſo to be made by the ſaid Viſcount. The ſaid *A.* Lord *G.* &c. and their Heirs, ſhall ſtand and be ſeized, of and in the ſaid Mannors, &c. ſo to be leaſed or granted, to the uſe and behoof of the ſame Leſſes and Grantees, and every of them, and of their Executors, Adminiſtrators and Aſſigns, during the Term and ſpace mentioned in the ſame ſeveral Leaſes, Grants and Demiſes ſo to be made, according to the Tenor, form and effect of the ſame Leaſe, Grant, or Demiſe, Leaſes, Grants or Demiſes, ſo that the yearly Rent or Rents mentioned or reſerved by the ſaid Viſcount, in ſuch Leaſe, Demiſe or Grant, Leaſes, Demiſes or Grants, be yearly paid to the ſaid Viſcount, during his natural life, and after his deceaſe, to ſuch perſon or perſons, as by the purport and true meaning of theſe preſents, ought to have the reverſion or remainder, reverſions or remainders of the Lands, Tenements, or Hereditaments ſo to be leaſed or granted, within the ſpace of 20 dayes next after reaſonable requeſt to be made for the payment thereof; And ſo that the ſame Leſſes and Grantees, their Executors, Adminiſtrators and Aſſigns, do well and truly perform the Conditions to be compriſed in the ſaid Indenture, or Indentures of their ſaid ſeveral Demiſes or Grants, according to the effect and true meaning of the ſame Indenture or Indentures. *And* that the ſaid *A.* Lord *G.* &c. ſhall ſtand and be ſeized of the Reverſion or Remainder, Reverſions or Remainders, of

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the Mannors, Lands, Tenements, or Hereditaments, ſo to be leaſed or granted during the continuance of the ſame Leaſes or Grants, and after the determination thereof, then alſo of the ſaid Mannors, &c. ſo leaſed or granted to ſuch uſes and intents, as they the ſaid *A.* Lord *G.* &c. ſhould have, ſtand, or been thereof ſeized, by the purport and true meaning of theſe preſents, if no ſuch Leaſe or Grant had been thereof made. And that of and for ſuch Eſtate and Eſtates, in ſuch order and degree with the ſame Remainders, and in ſuch manner and form to all intents and purpoſes as they ſhould, have, ſtand, or been thereof ſeized by the purport and true meaning of theſe preſents, if no ſuch Leaſe or Grant had been thereof had or made. Here a Letter of Attorney cometh into certain perſons, made for the Livery of Seiſin to the Feoffees.

After followeth a *Proviſo*, that if the Viſcount by his Writing, ſigned and ſealed in the preſence of 3. Witneſſes, ſhall repeal, and determine, or declare to be determined, all or any the uſe aforeſaid, or of the Premiſſes, or any part thereof, that then and from thenceforth, the ſaid uſes ſo to be determined, or declared to be repealed for all ſuch Lands, and the uſes thereof ſo to be declared and determined, ſhall be void and of none effect. And that then the Feoffees ſhall thereof ſtand ſeized to Viſcounts uſe and his Heirs.

Then followeth a Covenant on the Viſcount his part, That if the Eſtate of the Premiſſes be not effectually conveyed from him by force of this Grant to the ſaid Feoffees, to the Uſes before ſpecified on this ſide the laſt day of *O.* now next coming, that then and from thenceforth, the Viſcount and his Heirs, and all other to be ſeized of the Premiſſes, ſo not ſufficiently conveyed, ſhall be thereof ſeized to the uſes above ſpecified, and to ſuch Uſes, and with ſuch Remainders, as the ſaid Feoffees or Survivor of them ſhould have ſtand ſeized thereof, by the purport of theſe preſents, in caſe the Eſtate thereof had been perfectly aſſured to them, or any of them, according to the true intent and meaning of theſe preſents. *In witneſs whereof*, as well the ſaid Viſcount, as the ſaid Feoffees to every part of theſe Indentures *Tripartite*, have ſet their ſeveral Seals, &c.

A Note of one of the Liveries of Seiſin, with the Attornment of the Tenants of one of the Mannors.

Memorandum, That the 15th day of *J.* in the 14th year, &c. Livery of Seiſin was delivered and given by *W. W.* one of the Attorneys mentioned in the Indentures hereunto annexed, of, in and upon the Lands of the Farm of *G.* parcel of the Mannor of *T.* mentioned in the ſaid Indentures, and alſo of, in and upon the Mannor-houſe and Demeſne Lands of *T.* (by the Aſſent of *I. P.* Leſſee for years of the ſame ſaving his Term) and alſo of, in and upon the Copy-woods called *T.* Park, to *R. B.* one of the Feoffees contained in the ſaid Indentures, according to the Tenor, purport and intent mentioned in the ſaid Indentures, and for and in the name of the ſaid Mannor of *T.* with the Appurtenances, and all other the Lands, Tenements, and

and Hereditaments, mentioned in the ſaid Indentures, ſcituate, and being within the ſaid County, and in the name and behalf of all the Feoffees, mentioned in the ſaid Indentures.

And the Tenants of the ſaid Mannor, whoſe Names are immediately Underwritten, being preſent at the ſame Execution; and hearing the ſaid Indentures read, did attorn, and fully aſſent to the ſame, according to the Tenor, Purport, Intent, and Uſes mentioned in the ſame Indentures.

A. B. } { *G. H.*
C. D. } { *I. K.*
E. F. } { *L. M.*

THE Viſcount himſelf did make ſome of the other Liveries of the other Land to one of the Feoffees, in ſtead of the firſt of them, and Attornment was every where made.

A Deed of Feoffment.

THis *Indenture* made the, &c. day of, &c. in the Year of our Soveraign Lord, &c. King of, &c. between *T. E.* of *W.* in the County of *S.* Eſq. of the one part, and *E. F.* of *W.* in the County of *L.* Clerk, and *C.* his wife of the other part: *Witneſſeth*, That *whereas* it appeareth by an Indenture Tripartite, bearing date, &c. in the Reign, &c. That the honourable and loving Friends, and other the Council Learned, of the Right Honurable Ladies *A. F.* and *C.* Daughters and Co-Heirs of the Right Honourable *F.* Earl of *D.* deceaſed, did think meet, and ſo agreed for, and on the part and behalf, as well of the Right Honourable *A.* Co. of *D.* now wife unto the Right Honourable Sir *T. E.* Knight, late wife of the ſaid *F.* as of the part and behalf of the ſaid Lady *A. F.* and *C.* her Daughters, to accept from the Right Honourable *W.* now Earl of *D.* amongſt divers other Mannors, Lands and Hereditaments, the Meſſuage, Lands, Tenements and Hereditaments in *S.* in the ſaid County of *L.* hereafter in theſe preſents mentioned, to be lawfully and ſufficiently conveyed and aſſured to Sir *T. L.* of *S.* in the County of *W.* Knight, and *T. S.* of *C.* in the ſaid County of *W.* Eſq. their Heirs and Aſſigns, to the intent and purpoſe, That they the ſaid Sir *T. L.* and *T. S.* their Heirs and Aſſigns, ſhould ſell the ſame for the benefit of the ſaid *A. F.* and *C.* *And whereas* by the ſaid Tripartite Indenture, and other good, lawful, and ſufficient Conveyance and Aſſurance in the Law, mentioned to be made by the ſaid recited Indenture, The ſaid Meſſuages, Lands, Tenements and Hereditaments in *S.* aforeſaid were, amongſt other things, conveyed, limited and aſſured to the ſaid Sir *T. L.* and *T. S.* their Heirs and Aſſigns, and to, and for the purpoſe and intent aforeſaid, as in and by the ſaid Tripartite Indenture, more plainly and at large appeareth. *And whereas* alſo, they the ſaid Sir *T. L.* and *T. S.* by their Indenture bearing date the, &c. did in part and performance of the Truſt in them repo-

reposed; and for the considerations in the said last recited Indenture mentioned, Grant, Bargain and Sell, enfeoff and confirm unto the said *T. E.* his Heirs and Assigns, all that their Messuage or Tenement, with the Appurtenances, scituate, lying, and being in *S.* aforesaid, late in the Tenure and Occupation of *J. E.* Gent. lately deceased, his Assignee and Assignes. And also all that their Cottage, &c. scituate, lying, and being in *S.* aforesaid, *H. B.* and *L.* or any of them in the said County of *L.* and late in the Tenure or Occupation of the said *J. E.* his Assignee or Assignes, as in and by the said last recited Indenture, more fully and at large it doth and may appear: By force whereof, the said *T. E.* is lawfully seized in his Demeasne, as of Fee-simple, of, and in the said Messuage, and other the Premisses to him and his Heirs for ever.

Now this Indenture further witnesseth, That the said *T. E.* for, and in consideration of the sum of 800 l. of good and lawful money of *England*, to him at the sealing and delivery of these presents, by the said *E. F.* well and truly contended and paid; The Receipt whereof, and of every part and parcel thereof, the said *T. E.* doth hereby acknowledge, and therefrom, and of every part and parcel thereof acquit, exonerate, and discharge the said *E. F.* his Heirs, Executors and Administrators, and every of them, by these presents. *Hath granted*, bargained, sold, infeoffed and confirmed: And by these presents, for himself and his Heirs, doth fully, freely, and absolutely Grant, Bargain, Sell, Infeoff and Confirm, unto the said *E. F.* and *C.* his wife, and to the Heirs of the said *E.* all that the Messuage or Tenement, with the Appurtenances scituate, lying and being in *S.* aforesaid, late in the Tenure of the said *J. E.* or his Assigns: And also all that the Cottage, with the Appurtenances, scituate, lying or being in *S.* aforesaid, late likwise in the Tenure of the said *J. E.* or his Assigns; and also all and every the Houses, Edifices, Buildings, Barns, Stables, Dove-house, Orchards, Gardens, Tofts, Crofts, Curtilages, Courts, Folds, Lands, Meadows, Feedings, Pastures, Leasings, Woods, Under-woods, Commons, Common of Pasture, and Turbary, Moors, Mosses, Furzes, Heaths, Profits, Commodities and Hereditaments whatsoever, with their, and every of their Rights, Members, and Appurtenances to the said Messuage, or Tenement and Cottage, or any of them belonging or appertaining, or accepted, reputed, known or taken, as part, parcel, member, or appurtenants thereof or thereunto, scituate, lying and being in *S. H. B.* and *L.* aforesaid, in every or any of them in the County of *L.* and late in the Tenure or Occupation of the said *J. E.* his Assignee or Assigns, and the Reversion and Reversions, Remainder and Remainders, of all and singular the Premisses, and every part thereof; and all the Estate, Right, Title, Interest and Claim of him the said *T. E.* of, in, and to the Premisses, and every part and parcel thereof, *To Have and to Hold* the said Messuage or Tenement, with the Appurtenances, Cottage, Lands, Tenements and Hereditaments, and all other the Premisses before mentioned, and hereby intended to be bargained and sold, and every part and parcel thereof unto the said *E. F.* and *C.* and to the Heirs and Assigns of the said *E.* to the only proper use and behoof of the said *E.* and *C.* and of the Heirs and Assigns of the said *E.* absolutely for ever. And the said *T. E.* doth Covenant, Promise and Grant, for himself, his Heirs, Executors and Administrators, and every of them, to, and with the said *E. F.* his

Heirs

Heirs and Assigns, and to, and with every of them, by these presents, That he the said *E.* and *C.* and the Heirs and Assigns of the said *E.* shall or may according to the intent and true meaning of these presents, from time to time, and at all times hereafter peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage or Tenement, Cottage, Lands, Tenements and Hereditaments, with their, and every of their Appurtenances, before mentioned to be bargained, sold, enfeoffed and confirmed, and every part and parcel thereof, without the lawful lett, trouble, interruption, or lawful eviction of the said *T. E.* and of *E. E.* and *A. E.* two the of Brothers of the said *T. E.* or any of them, his, their, or any of their Heirs, Executors, Administrators or Assigns, or of any other person or persons whatsoever, now lawfully claiming, or having, or that hereafter shall or may lawfully claim, or have, or pretend to have, or claim any lawful Estate, Right, Title or Interest, of, into, or out of the said Premisses, every, or any part or parcel thereof, by, from, or under the said *T. E.* and *A. E.* or either, or any of them, or by his, their, or any of their Estate, Right, Title or Interest; And also cleerly discharged, or else within convenient time, after reasonable Request in that behalf to be made by the said *E. F.* and *C.* or by the Heirs or Assigns of the said *E.* to the said *T. E.* his Heirs, Executors or Administrators, or any of them, saved harmless by the said *T. E.* his Heirs, Executors, Administrators and Assigns, or some, or one of them, of, and from all, and all manner of former and other Bargains, Sales, Gifts, Grants, Assignments, Estates, Uses, Limitations, Leases, Charges, and Incumbrances whatsoever, heretofore had, made or done, or hereafter to be had, made, or done by the said *T. E.* and *A. E.* or by any other person or persons whatsoever lawfully claiming, or that may have, or claim to have any manner of Estate, Right, Title, Interest, Possession, Claim, Use, or Demand whatsoever, by, from, or under him, them, or any of them, or by, from or under, his, their, or any of their Estate, Right, Title or Interest, (the Rents, Customs and Services, from henceforth to become due to the chief Lord, or Lords of the Fee or Fees of the said Premisses, only excepted and foreprized). *And further*, that he said *T. E.* and his Heirs, at all time and times hereafter, within the space of 2 years, next ensuing the date hereof, at, and upon the lawful and reasonable Request of the said *E. F.* his Heirs or Assigns, and at his, their, or some of their Costs and Charges in the Law, shall and will do, make, knowledge, suffer and execute, all and every such further, lawful, and reasonable Act and Acts, Thing and Things, Device and Devices, Assurance and Assurances in the Law whatsoever; for the further and more assurance, surety, and sure making of all and singular the said bargained Premisses, and every part and parcel thereof to the said *E.* and *C.* and to the Heirs and Assignes of the said *E.* for ever, as by the said *E. F.* his Heirs or Assigns, or any of them, or his, their, or any of their Council Learned in the Law, shall be advised or required, according to the true intent and meaning of these presents.

And further, the said *T. E.* for himself, his Heirs and Assigns, doth Covenant and Grant, to, and with the said *E. F.* his Heirs and Assigns, and to, and with every of them, by these presents, That all Fines, Feoffments, and other Assurances whatsoever hereafter to be had, made, done, knowledged, levyed

or executed of the Premiſſes, by theſe preſents, bargained and ſold, or any part or parcel thereof, ſolely by themſelves, or Joyntly with any other Manners, Lands, Tenements or Hereditaments, by the ſaid *T. E.* and his Heirs, or by any other perſon or perſons whatſoever, ſolely by themſelves, or Joyntly with any other perſon or perſons, to the ſaid *E. F.* his Heirs or Aſſigns, or to any other perſon or perſons, by his, their, or any of their appointment, to the ſaid *E. F.* his Heirs or Aſſigns, or any other perſons joyntly or ſeverally ſhall be in ure, and ſhall be deemed, conſtrued, taken to be in ure, as for, and concerning the ſaid Meſſuage or Tenement, Cottage, and other the Premiſſes mentioned, or meant to be bargained and ſold, and every part and parcel thereof, with the Appurtenances, to the uſe of the ſaid *E.* and *C.* and of the Heirs and Aſſigns of the ſaid *E.* for ever, according to the true intent and meaning of theſe preſents. *And* the ſaid *T. E.* for himſelf, his Heirs, the ſaid Meſſuage or Tenement, and Cottage, and all other the above-mentioned Premiſſes, with their Appurtenances, unto the ſaid *E.* and *C.* and to the Heirs and Aſſigns of the ſaid *E.* againſt him the ſaid *T. E.* and his Heirs, and againſt him the ſaid *E.* and *A.* their Heirs and Aſſigns, ſhall and will warrant, and for ever defend by theſe preſents. *And whereas* it is pretended a Reverſion or Remainder, of, and in the Premiſſes, to be and remain in the Crown of *England*, for want of Heirs-male of the Body of the Right Honourable *T. S.* ſometime Earl of *D.* deceaſed. *And whereas* the ſaid *T. E.* intendeth to beſtow on *J. W.* or *R. E.* the Sons of *J. E.* Brother of the ſaid *T.* deceaſed, the ſum of, &c. parcel of the ſaid ſum of, &c. which ſoever of them ſhall firſt accompliſh the age of 21 years. *Now* the ſaid *T. E.* doth further, for himſelf, his Heirs, Executors and Adminiſtrators, Covenant, Grant and Agree, to, and with the ſaid *E. F.* his Heirs, Executors, Adminiſtrators and Aſſigns, and every of them, by theſe preſents, That he the ſaid *T. E.* ſhall and will, either cauſe and procure the ſaid *J. W.* and *R. E.* or ſome or one of them, upon whom the ſaid *T.* his Executors or Adminiſtrators ſhall beſtow the ſaid ſum of, &c. within, &c. next after he or the ſaid *J. W.* and *R.* that ſhall firſt accompliſh the full age of, &c. to be become bounden in an Obligation, or Writing Obligatory, in the ſum of, &c. of lawful money of *England*, to the ſaid *E. F.* his Heirs and Aſſigns, with condition thereupon to be endorſed, that if at any time from and after the date of the ſaid Obligation, it ſhall happen the poſſeſſion of the ſaid Meſſuage or Tenement, and other the Premiſſes herein before-mentioned, meant, or intended to be granted, bargained and ſold, infeoffed and confirmed, or ſome, or any part or parcel thereof, to come or remain, and to be in or to the Crown of *England*, or in, or to the Kings Majeſty, his Heirs or Succeſſors, or in, or to His or Their Leſſees, Farmors, Patentees or Aſſigns, for, or by reaſon or want of Heirs or Iſſues-Male of the Body of the ſaid *T. E.* of *D.* or of any other the Earls of *D.* which have heretofore been, or ſhall happen to be, That then the ſaid *J. W.* and *R.* or ſome, or one of them, upon whom the aforeſaid ſum of, &c. ſhall be beſtowed, their, ſome or one of their Executors, Adminiſtrators or Aſſigns, ſhall or will within three Months next after poſſeſſion of the Premiſſes, or any part thereof, come, remain, and be to, or in the Crown of *England*, or in the King of *England*, His Heirs or Succeſſors as aforeſaid

[illegible] ſatisfie, and pay, or cauſe or procure to be contented, ſatisfied, and paid, unto the ſaid *E. F.* his heirs and Aſſigns, the full Sum of &c. of good and lawful money of *England*; or elſe if ſuch of the ſaid *J. W.* or *R.* upon the ſaid &c. ſhall be beſtowed as aforeſaid, ſhall become bounden unto the ſaid *E. F.* in the ſaid Obligation, with Condition as aforeſaid: Or if the ſaid *T. E.* his Heirs, Executors, Adminiſtrators, ſhall not beſtow any of the ſaid &c. upon the ſaid *J. W.* and *R.* as aforeſaid; that then the ſaid *T. E.* his Heirs, Executors, and Adminiſtrators, ſhall and will beſtow and imploy the ſaid Sum of 300*l.* of lawful money of *England*, in ſuch ſort, as the ſaid *E. F.* and *C.* and the Heirs and Aſſigns of the ſaid *E.* ſhall and may be ſecured againſt the Crown of *England*, and againſt the King's Majeſty, his Heirs and Succeſſors, for and in reſpect of any Reverſion or Remainder of the ſaid Premiſſes, in the Crown of *England*, or in the King, his Heirs and Succeſſors. And the ſaid *T. E.* hath ordained, conſtituted, and appointed, and in his place and ſtead put *R. T.* and *N. R.* his true and lawful Atturneys, joyntly and ſeverally for him the ſaid *T.* and in his name and ſtead, into the Meſſuage or Tenement, and Cottage, and all other the Premiſſes, with their Appurtenances, or into any part or parcel thereof, in the name of the whole, to enter & take poſſeſſion thereof, or of any part or parcel therof, in the name of the whole, and Poſſeſſion and Seiſin thereof ſo had and taken, to give and deliver quiet and peaceable Poſſeſſion and Seiſin therof, or of part thereof, in the name of the whole, to the ſaid *E. F.* and *C.* and to the heirs of the ſaid *E.* according to the effect and true meaning of theſe Preſents, and whatſoever the ſaid Atturneys, or either of them, ſhall do in the Premiſſes, the ſaid *T. E.* doth ratifie and approve by theſe Preſents, the ſame to be his Act and Deed. In witneſs, &c.

Omnibus Chriſti fidelibus ad quos hoc præſ. Scriptum pervenerit T. B. *Civis & Haberd.* L. *&* R. B. *Civis & Merc.* L. *Frater ejuſdem* T. *ſalutem in domino ſempiter. Sciatis nos præfat.* T. *&* R. B. *in parte performationis Conven. ſpecifican. in quibuſdam Indenturis geren. dat. præſent. fact. inter dict.* T. B. *ex una parte &* S. B. *de* D. *&c. ex altera parte Alienaſſe, Feoffaſſe, Liberaſſe, & hoc præſenti Scripto noſtro Confirmaſſe præfat.* S. B. *hæredibus & Aſſignatis ſuis in perpetuum Totum illud Meſſuagium, Firmam, ſive Tenementum cum pertin. comiter vocat. ſive cognit. per nomen de* P. *ſcituat. jacen. & exiſten. in Parochia de* H. *in Com.* S. *Ac omnia Edificia ſtructur. horrea, ſtabula, Gardina, Pomar. terr. Tenement. Prat. paſtur. paſcua, Moras, Mariſc. Boſc. Subboſc. & alia Hereditamenta quæcunq; eidem Meſſuagio, Firmæ ſive Tenemento ſpectan. vel ullo modo pertinen. aut cum eiſdem nunc vel antea tent. uſitat. occupat. vel dimiſ. Ac etiam omnes illas parcellas terræ comiter vocat. ſive cognit. per nomen de* B. *cum pertinen. Ac omnia Edificia Structur. ter. Tenementa, Boſc. Subboſc. & alia Hereditamenta cum pertin. quibuſcunque, dict. parcel. terr. ſpectan. vel ullo modo pertinen. vel cum illo vel cum illis, vel ante hac tent. uſitat. occupat. dimiſſ. vel gariſſ. & omnia alia Meſſuagia, Ter. Tenement. & Hereditamenta noſtra ſeu alicujus noſtrum in* H. *præd Ac omne jus, ulum, intereſſe, clamen, poſſeſſionem, uſum, reverſionem remaner. & demand. quorumcunq; noſtrum dict.* T. B. *&* R. B. *vel alicujus noſtrum, de, in, ad vel concern. præconceſs. præmiſs. part. parcel. vel membr. inde Habend. & Tenend. dict. Meſſuagium ſive Tenementum, vocat.* P. *& dict. parcel. terr. pertin.* B. *& cætera præmiſſa ſuperius conceſs. cum ſuis pertin. quibuſcunque dicto*

S. B. *Haredibus & Assignat. suis. Ad solum proprium opus & usum dict. S. B. Haredum & Assignatorum suorum in perpetuum. Et ego prafat. T. B. & haredes mei dictum Messuag. sive Tenement. terr. tenementa & cætera premissa quæcunque, cum suis pertin. dict. S. B. Hared. & Assign. suis contra me & hered. meos Warantizabimus & imperpetuum defendemus per præsentes. Et ego præfat. R. B. & Haredes mei Messuagia, terr. Tenementa & cætera premissa cum pertinen. dicto S. B. Hared. & Assignatis suis contra me & haredes meos warrantizabimus & in perpetuum defendemus per præsentes. Insuper noveritis nos prafat. T. B. & R. B. constituisse, & in loco nostro posuisse dilect. nobis in Christo G. B. de H. prad. Yeoman, & H. C. & alter-utrum eorum conjunct. & divis. Attornatum & Attornat. nostros & utriusq; nostrum, ad intrand. pro nobis, vice & nominibus nostris, in omnia & singula prad. Messuag. terr. Tenement. & cætera premissa cum pertin. vel in alicujus inde part. vel parcel. nomine totius, & plenam & pacificam possessionem & Seisinam inde nominibus nostris vel alicujus nostrum capiend. & post hujusmodi possessionem sic inde capt. deinde pro nobis, vice & nominibus nostris vel alicujus nostrum, ad deliberand. plenam & pacificam, possessionem & seisinam omnium & singulorum premissorum, vel alicujus inde partis nomine totius, dicto S. B. vel ejus in hac parte Attornato Habend. & Tenend. dicto S. B. Haredibus & Assign. suis secundum formam & effectum hujus Charta, Ratum & Gratum habentes & habituros quicquid dict. Attornat. nostri vel Alterutter eorum fecerit, vel fecerint, nomine nostro, vel alicujus nostrum, concernen. premiss. In cujus rei Testimonium huic presenti scripto nostro manus & sigilla nostra apposuimus. Dat. &c.*

A Deed of Feoffment by J. C. *&c. to* E. C.

This Indenture made the 2d day of *N.* &c. Between *J. C.* of *N.* in the County of *O.* Esq; Sir *R. A.* of *C.* in the County of *S.* Kt. and *H. A.* &c. of the one part, and *E. C.* of *F.* in the County of *S.* Spinster, one of the Daughters of *F. A.* deceased, of the other part, *Witnesseth*, That for and in consideration of the Sum of 1000*l.* of lawful money of *England*, to the said *J. C.* in hand paid by the said *E. C.* at and before the Ensealing and Delivery of these Presents, the Receipt whereof he the said *J. C.* doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit, exonerate, and discharge the said *E. C.* her Heirs, Executors, Administrators and Assigns, and every of them, by these Presents, and of the several Sums of 5*l.* of like lawful money of *England*, to the said *R. A.* and *H. A.* in hand paid by the said *E. C.* the Receipt whereof do hereby likewise acknowledge. The said *J. C.* And also the said *R. A.* and *H. A.* with the Consent, and at the Request and Appointment of the said *J. C.* have granted, bargained, sold, aliened, enfeoffed, released, and confirmed; And by these Presents, they the said *J. C. R. A.* and *H. A.* for them and their Heirs, do clearly and absolutely grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said *E. C.* her Heirs and Assigns, for ever, all that Messuage, Tenement, and Farm, with the Appurtenances, commonly called or known by the name of *C.* scituate, lying,

lying and being in the Parish of *F.* in the said County of *S.* and late, or heretofore, in the Tenure of the said *F. C.* his Tenant, or Under-Tenants: And also, all that parcel of Wood and Wood-ground, with the Appurtenances, commonly called &c. lying and being in *F.* aforesaid, near the said Messuage; and containing, by estimation, &c. be the same more or less; and all the Trees, Woods, and Under-Woods, growing in and upon the same &c. And also, all other the Houses, Buildings, Barns, Stables, Yards, Gardens, Orchards, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Woods, Under-Woods, Wood-Grounds, Moors, Marshes, Warrens, Waters, Fishings, Rents, Reversions, Services, and all other Hereditaments, Easements, Commodities, and Appurtenances whatsoever, to the said Farm, Capital Messuage, or Tenement belonging, or in any wise appertaining; or as part, parcel, or member, of or belonging to the same Farm, Capital Messuage, or Tenement, had, taken, reputed, demised, let, ten, used, occupyed, or enjoyed, lying and being within the several Towns, Parishes, Hamlets, or Fields of *F.* and *W.* and in every or any of them in the said County of *S.* And all other Lands, Tenements, Meadows, Pastures, and Hereditaments, in *F.* and *W.* aforesaid, or in either of them, wherein the said *F. C.* or *W. C.* Gent. deceased, 2d Son of the said *F. C.* had any Estate of Inheritance: And the Reversion and Reversions, Remainder and Remainders, of all and singular the said Messuage, Lands, Tenements, Meadows, Pastures, Heath-Grounds, Reeds, Hereditaments, and Premisses, hereby granted, or mentioned to be hereby granted, and the Rents, Services, and Profits to them, or any of them, incident, belonging, or appertaining. And also all the Estate, Right, Title, Interest, Possession, Claim, and Demand whatsoever, of them the said *J. C.* *R. A.* and *H. A.* and every of them, of, in, or to the same Messuage, Lands, and Premisses, and every part and parcel thereof: And all and every the Deeds, Charters, Writings, Evidences, Terrares, Court-Rolls, Court-Books, Rentals, Surveys, Boundaries, Counter-Parts of Leases, Chiro-graphts of Fines, Exemplifications of Fines, and Common-Recoveries, and other Records, Escripts, Minuments whatsoever, touching or concerning the said Farm, Capital Messuage, Lands, Tenements, Hereditamen.s, and Premisses whatsoever, hereby granted, or mentioned to be granted, or any of them, or any part or parcel therof. To have and to hold, the said Farm, Capital Messuage, and Tenement, and all other the Premisses, hereby granted, bargained, sold, or intended to be granted, bargained, and sold, and every part and parcel thereof, with all and singular their and every of their Appurtenances, unto the said *E. C.* her Heirs and Assigns for ever, to the onely and proper use and behoof of her the said *E. C.* her Heirs and Assigns for ever. And the said *J. C.* doth hereby grant, for him and his Heirs, that he the said *J. C.* and his Heirs, the said Farm, Capital Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premisses, hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their Rights, Members, and Appurtenances, unto the said *E. C.* and her Heirs and Assigns, against him *J. C.* and his Heirs and Assigns, against him the said *J. C.* and his Heirs, and against all and every other person or persons, claiming or to claim, by, from, or under him, shall and will warrant, and for ever defend by these presents. And the said *J. C.* for him-

himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, promise, and grant, to and with the said *E. C.* her heirs, Executors and Assigns, and to and with every of them by these Presents, in manner and form following; That is to say, That he the said *J. C.* and the said *R. A.* and *H. A.* or some, or one of them now are, or one of them now is, the true or lawful Owner of all the said Capital Messuage, Farm, Lands, Tenements, Hereditaments, and all and singular other the Premisses hereby granted, and of every part and parcel thereof, with their and every of their Appurtenances. And some of them are, or some or one of them is lawfully, rightfully, and absolutely seized thereof, and of every part and parcel thereof, of a good, pure, absolute, and indefeazable Estate of Inheritance in Fee-Farm, without any manner of Contingent, Trust, Proviso, or Limitation of Use or Uses, or other Restraint, Matter, or Thing whatsoever, to alter, change, charge, determine, encumber, defeat, or evict the same. And that they, some, or one of them, shall continue so seized thereof, and of every part and parcel thereof, untill a good, perfect, and absolute Estate in Fee-simple, shall be thereof vested in her the said *E. C.* and her heirs, according to the true intent, and meaning of these Presents. And that they the said *J. C.* and *R. A.* and *H. A.* or some, or one of them, now have, or hath good right, lawful and absolute Power and Authority in themselves, or in some or one of them, to grant, alien, and convey, all and singular the said Capital Messuage, Farm, Lands, Tenements, Hereditaments, and Premisses, hereby granted, or mentioned to be hereby granted, as aforesaid, and every part and parcel thereof, with the Appurtenances unto the said *E. C.* her Heirs and Assigns, to the use of her the said *E. C.* her Heirs and Assigns, in manner and form aforesaid. And that the said *E. C.* her Heirs and Assigns, and every of them, shall or lawfully may, from time to time, and at all every time and times hereafter, have, hold, occupy, possess, and enjoy, all and singular the said Farm, Capital Messuage, Lands, Tenements, Hereditaments, and Premisses, hereby granted, or mentioned to be granted, and every part and parcel thereof, with all and singular their and every of their Appurtenances, and all and every the Rents, Issues, Profits, and Commodities thereof, coming, arising, and growing, have and take, without any manner of Let, Suit, Trouble, Vexation, Eviction, Disturbance, or other hinderance or molestation whatsoever of the said *J. C. R. A.* and *H. A.* or any or either of them, their or any or either of their Heirs or Assigns, or of any other person or persons whatsoever, any thing having, or lawfully claiming, by, from or under them, or either of them. And also, That the said Farm, Capital Messuage, Lands, Tenements, Hereditaments, and Premisses hereby granted or mentioned, or intended to be granted as aforesaid, and every part and parcel thereof; with all and singular their and every of their Appurtenances, now are, and be, and from henceforth, and for ever hereafter, shall remain, continue, and be unto the said *E. C.* her Heirs and Assigns, free and clear, and freely, clearly, and absolutely acquitted, freed, exonerated, and discharged, of and from all and all manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Joyntures, Dowers, Intails, Estates, Lease, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Post-Fines, Amerciaments, Debts, Duties, Judgments, Execu-

tions

Recognizances, Statutes Marchant and of the Staple, and all Debts of Iudgments, Extents, Liberates, Seisures, Charges, Titles, Troubles, Forfeitures, Annuities, and Incumbrances whatsoever, had, made, committed, done, acknowledged, or suffered, or caused to be had, made, committed, done, acknowledged, or suffered by the said *J. C.* or *R. A.* and *H. A.* or any, or either of them; or any other person or persons whatsoever, by or with their, or any, or either of their means, consent, act, privity, knowledge, or procurement. And the said *R. A.* and *H. A.* for themselves, severally and respectively, and not jointly and not for the other, but each apart, for himself, and his respective Heirs, Executors, Administrators, and Assigns, doth covenant, and grant to and with the said *E. C.* her Heirs, Executors, and Assigns, and to and with every of them by these Presents; That they the said *R. A.* and *H. A.* have not respectively done, committed, executed, or suffered any Act or Acts, Thing or Things, whereby the said Farm, Capital Messuage, Lands, Tenements, Hereditaments, and Premisses, or any part thereof, now are, or at any time hereafter shall or may be impeached, or incumbred, in Title, Charge, Estate, or otherwise. And the said *J. C.* for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, and grant to and with the said *E. C.* her Heirs and Assigns, and to and with every of them by these Presents; That they the said *J. C. R. A.* and *H. A.* their Heirs and Assigns, and all and every other person and persons whatsoever, having or lawfully claiming, or which shall or may at any time or times, have, or lawfully claim any Estate, Right, Title, or Interest, of, in, or to the Premisses, hereby granted, or mentioned to be granted; or of, in, or to any part or parcel thereof, by, from, or under the said *J. C. R. A.* and *H. A.* or any, or either of them, shall and will from time to time, and at all other time hereafter, within the space of 7 years, next ensuing the Date of this present Indenture, at and upon reasonable Request, and at the proper Costs and Charges in the Law of the said *E. C.* her heirs and Assigns, or some of them, do make, levy, execute, acknowledge, and suffer; and cause to be made, done, levyed, executed, acknowledged, and suffered, all and every such further, and other reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances, Conveyance and Conveyances, in the Law whatsoever, for the further, better, and more perfect assurance, surety, sure-making, conveying, serling, establishing, and confirmation of the said Farm, Capital Messuage, Lands, Tenements, Hereditaments, and all and singular other the Premisses, hereby granted or mentioned, or mentioned to be hereby granted, or any of them, and of every or any part or parcel thereof, with all and singular their and every of their Appurtenances, unto the said *E. C.* her heirs and Assigns, according to the true intent and meaning of these Presents; be it by Fine or Fines, Feoffment or Feoffments, Deed or Deeds, Indenture or Pole, Enrolled or not Enrolled, the Inrollment of this present Indenture, Common Recovery or Recoveries, with single, double, or treble Voucher or Vouchers, Release or Confirmation; and by all and every of the said ways and means, or by any other ways and means in the Law whatsoever, as by the said *E. C.* her Heirs or Assigns, as by her or them, or any of their Councel learned in the Law, shall be reasonably devised

or adviſed, and required: So as the ſaid further Aſſurance to be made, or any of them do not, nor ſhall contain any further, or other Warranty or Covenant for enjoying them, onely againſt the parties thereunto reſpectively, and their reſpective heirs; and touching Acts and Deeds done or ſuffered by them, or any of them. And ſo as for the knowledging and executing of ſuch further Conveyances and Aſſurances, or any of them, the perſons that ſhall be required to make or execute the ſame, be not compelled, nor compellable, for the doing thereof, to travel further, or elſewhere, then to the City of *L.* or *W.* or one of them. And it is declared, concluded, and agreed, by and between all and every theſe parties, to theſe preſents; That all and every Fine and Fines, Feoffment and Feoffments, Conveyances and Aſſurances in the Law; or whatſoever heretofore had and made, and executed; or hereafter to be had, made, levyed, and executed, by and between theſe parties, to theſe preſents, or any of them; or by them, or any of them, with any other perſon or perſons, of the Premiſſes, or any part or parcel thereof, ſhall be and enure, and ſhall be adjudged and taken to be, and enure, and meant, and intended, and are hereby declared to be, and enure, to the uſe of the ſaid *E. C.* her Heirs and Aſſigns for ever; and to or for no other uſe, intent, or purpoſe whatſoever. And the ſaid *J. C. R. A.* and *H. A.* do hereby make, conſtitute, nominate, appoint; and in their place and ſtead, put *N. W.* of *B.* in the County of *S.* and *E. H.* of *B.* aforeſaid, and either of them, their true and lawful Attorney and Attorneys, joyntly and ſeverally for them, and in their name, place, and ſtead, joyntly or ſeverally to enter into, and to have and take full and peaceable Poſſeſſion and Seiſin, of and in the ſaid Farm, Capital Meſſuage, Lands, Tenements, Hereditaments, all and ſingular the ſaid granted Premiſſes, or of ſome part or parts thereof, in the name of the whole: And after full and peaceable Poſſeſſion and Seiſin ſo had and taken as aforeſaid, then to deliver full, quiet, and peaceable Poſſeſſion and Seiſin, of all and ſingular, or of ſome part or parts thereof, in the name of the whole, unto the ſaid *E. C.* or to her certain Attorney or Attorneys, in that behalf lawfully authorized, according to the force, effect, and true meaning of theſe preſents. And whatſoever the ſaid Attorneys of the ſaid *J. C. R. A.* and *H. A.* or either of them ſhall do, in the Premiſſes for them the ſaid *J. C. R. A.* and *H. A.* or in their names: They the ſaid *J. C. R. A.* and *H. A.* do hereby promiſe to ratifie and confirm, and allow the ſame. In Witneſs, &c.

MEmorandum, That on the 10th day of *A.* &c. *A. B.* one of the Attorneys within mentioned, did in the name of the within named *J. C. R. A.* and *H. A.* enter into, and did take and had full and peaceable Poſſeſſion and Seiſin, of and in the Farm, Capital Meſſuage, Lands, Tenements, and all and ſingular the Premiſſes within granted, or mentioned to be granted, and every part thereof: And after full and peaceable Poſſeſſion and Seiſin ſo had and taken, the ſaid *A. B.* did (by the Aſſent of *B. C.* Leſſee for years of the ſame, ſaving his term) deliver full, quiet, and peaceable Poſſeſſion and Seiſin, of all and ſingular the Premiſſes, and of every part and parcel thereof, unto the ſaid *B. C.* within named, according to the force, effect, and true meaning of theſe preſents. And the ſaid *B.* the Leſſee for years, of the ſame Farm and Pre-

Premiſſes being preſent at the ſame Execution, and having heard the ſaid Indenture read, did attorn, and fully aſſent to the ſame, according to the Tenor, purport, true intent and meaning of the ſaid Indenture. In the preſence of *J. S. W. O.* &c.

Feoffments.

Defective.

This Indenture made the day of, &c. Between *W. T.* of &c. of the one part, and *T. T.* of &c. of the other part: Whereas by one Indenture, bearing date with theſe preſents, and intended to be inrolled in the High Court of Chancery, made or mentioned to be made between the ſaid parties to theſe preſents, It is mentioned, that for, and in conſideration of 50*l.* and 10*s.* of lawful money of *E.* of the ſaid *W. T.* by the ſaid *W. T.* therein mentioned to be paid, he the ſaid *W. T.* hath granted, bargained, ſold, aliened and confirmed unto the ſaid *T. T.* his Heirs and Aſſigns for ever, all that Meſſuage or Tenement, with the Appurtenances now or late in the poſſeſſion or Occupation of *E. G.* Widdow, or of her Aſſignee or Aſſigns, Under-Tenant, or Under-Tenants, ſcituate and being in *F.* in the Pariſh of St. *C.* &c. on the Weſt ſide of the entry or paſſage to a Tenement called the *B.* now in the Tenure or Occupation of *G. B.* &c. or of his Aſſignee, or of his Aſſigns, Under-Tenant or Under-Tenants, together with other things in that Indenture. And alſo hereafter in theſe preſents, particularly mentioned. Now this Indenture Witneſſeth, That for, and in Conſideration of the ſaid Summe of 50*l.* and 10*s.* ſo foreſaid paid by the ſaid *T. T.* unto the ſaid *W. T.* being the ſame Conſideration and moneys in the ſaid recited Indenture mentioned to be paid by the ſaid *T. T.* the receipt whereof the ſaid *W. T.* doth hereby acknowledge, and thereof, and every part and parcel thereof, doth clearly acquit, releaſe, and diſcharge the ſaid *T. T.* his Heirs, Executors and Adminiſtrators, and every of them for ever, by theſe preſents, the ſaid *W. T.* hath granted, bargained, ſold, aliened, enfeoffed, releaſed and confirmed, and by theſe preſents doth grant, bargain, ſell, alienate, enfeoffe, releaſe, and confirm unto the ſaid *T. T.* and his Heirs. All that Meſſuage or Tenement, with the Appurtenances, now or late in the poſſeſſion, or Occupation of *E. G.* Widdow, or of her Aſſignee or Aſſigns, Under-Tenant, or Under-Tenants, ſcituate and being in *F.* in the *P.* of St. *C.* &c. on the Weſt ſide of the Entry, or paſſage to a Tenement in the Tenure or Occupation of *G. B.* &c. or of his Aſſignee or Aſſigns, Under-Tenant or Undertenants, between another Meſſuage or Tenement there of the ſaid *W. T.* now in the poſſeſſion of *T.* dwelling on the South of the ſaid Tenement, called &c. on the North, and the ſaid entry or paſſage on the Weſt, and doth contain from South to North, twenty foot, and two inches, or thereabouts, be the ſame, more or leſſe, and from Eaſt to Weſt, at the North end of the ſame, 15 Foot and an half, or thereabouts, be the ſame more or leſſe; and from Eaſt to Weſt, at the South end of the ſame, 15 Foot, and 3. Inches, or thereabouts, be the ſame more or leſs; and in the 2d Story, there is an addition to the breadth thereof, 22 Inches, as a Jutty over the paſſage, and ſo to the reſt of them, now or late in the poſſeſſion of the ſaid *T.* or of his Aſſignee or

Aſſigns,

Assigns, Under-Tenant, or Under-Tenants, lying or being under the upper Rooms, and also all that Cellar to the said Messuage or Tenement before mentioned, to be in the possession of the said *E. J.* all Shops, Cellars, Halls, Chambers, Rooms, Yards, void grounds, entries, wayes, passages, profits, lights, easements, Commodities, advantages, emplyments, Hereditaments, and other Appurtenances whatsoever, to the said Messuage or Tenement, and other the Premisses, or any of them belonging, or in any wise appertaining, or accepted, reputed, taken, or known as part, parcel or member thereof, or of any part thereof, and the reversion and reversions, remainder and remainders yearly, and other Rents, and other Profits of the Premisses, and of every part and parcel thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *W. T.* of, in, or unto the same, or any part thereof; together, with all Deeds, Evidences, Writings, Escripts and muniments, as do concern the Premisses joyntly with any other Lands, Tenements, or the same Copies to be made and written, at the onely Costs and Charges of the said *T. T.* his Heirs and Assigns: which said Messuage or Tenement, and Premisses, were heretofore amongst other things by Indenture, dated the 20 day of *F.* in the 12th year of the Reign of the late King *C.* and duly inrolled in the High Court of *Chancery*, the 23d day of *M.* then next following, granted and conveyed by *I. H.* Esq; unto *S. T.* Father of the said *W.* and his Heirs. And by one other Indenture *Tripartite*, dated the &c. in the 13th year of the Reign of the said King *C.* and duly inrolled in the High Court of *Chancery*, the 11th day of *M.* in the 14th year of the Reign of the said King *C.* made, or mentioned to be made, between *I. W.* and *S.* his Wife, of the first part, the said *S. T.* and *M.* his Wife, of the 2d part, and *W. D.* Esq; and *W. B.* Gent. of the said 3d part, whereby amongst other things setled upon the said *S. T.* and *M.* his Wife, for their lives, and after upon the said *W. T.* and the Heirs males of his Body, with other remainders over, with the remainder in Fee to the right Heirs of the Survivor of the said *S.* and *M.* for ever, and afterwards by a Fine thereof levied by the said *W. T.* to *R. T.* in *Easter* Term now last past, and a Recovery thereupon in the Court of *Common-Pleas* at *Westminster*, had in the same Term by *W. F.* Gent. against the said *R. T.* wherein the said *W. T.* was vouched to Warranty and an Indenture *Tripartite*, dated the 2d day of *J.* now last past, declaring Uses of the said Fine and Recovery made, or mentioned to be made, between the said *W. T.* of the first part, the said *R. T.* of the 2d part, and the said *W. F.* of the 3d part, were conveyed and setled unto and upon, or to the use of the said *W. T.* and his Heirs. * To have and to hold the said Messuage or Tenement, and all and singular other the Premisses herein before-mentioned, and intended to be hereby granted, and first by the said recited Indenture, the Inrollment thereof, with their, and every of their Appurtenances, unto the said *T. T.* his Heirs and Assigns for ever, to the only use and behoof of the said *T. T.* his Heirs and Assigns for ever; And the said *W. T.* for himself, his Heirs, Executors, and Administrators, doth Covenant, promise and grant to, and with the said *T. T.* his Heirs and Assigns, by these Presents, in manner and form following; That is to say, That he the said *W. T.* for, and notwithstanding any act, matter or thing, by him the said *W. T.* or by the said *S. T.* and *M.* his Wife, Father and Mother of the said *W.* or by any of them done, or wittingly, or

* An omission here.

or willingly suffered to the contrary, now is, and standeth lawfully, rightfully, and indefeazably seized of the said Messuage or Tenement; and all and singular the Premisses herein before mentioned, and intended to be hereby, and by the said first recited Indenture, and the Inrollment thereof, granted, with their, and every of their Appurtenances, of a good, sure, perfect, and absolute and indefeazable Estate of Inheritance in Fee-simple, without any manner of Condition, Contingent, Proviso, by mutation of Use or Uses, or other restraint, matter or thing, to alter, change, charge, determine, or make void the same, and shall and will continue so thereof seized, untill an Estate thereof in Fee-simple shall be vested and setled in the said *T. T.* and his Heirs, and that he the said *W. T.* for, and notwithstanding any such act, matter or thing, as aforesaid, by him the said *W. T.* or by the said *S. T.* and *M.* his Wife, or any of them done, or wittingly or willingly suffered to the contrary, now hath good right, full power, and lawful Authority, to grant and convey the said Messuage or Tenement, and all and singular the Premisses herein before mentioned, and intended to be hereby, and by the said first recited Indenture and Inrollment thereof, granted, with their, and every of their Appurtenances, and every part and parcel thereof, unto the said *T. T.* his Heirs and Assigns for ever, in manner and form aforesaid; and that the said Messuage or Tenement, and all and singular other the Premises herein before mentioned, and intended to be hereby, and by the first recited Indenture and Inrollment thereof, granted and conveyed, and every part and parcel thereof, with their, and every of their Appurtenances, now are, and be, and so from henceforth for ever shall remain, continue, and be unto the said *T. T.* his Heirs and Assigns, free and clear, and freely, clearly, and absolutely acquitted, exonerated and discharged; or else from time to time, and upon request by him the said *W. T.* and his Heirs, well and sufficiently saved and kept harmless, and indempnified of, and from all, and all manner of former and other Gifts, Grants, Bargains, Sales, Leases, Joyntures, Dowers, Uses, Wills, Inrayls, Recognizances, Statutes Merchant, and of the Staple, Judgments, Executions, Extents, Seisures, Forfeitures, Rents, and Arreares of Rents and Taxes, and Arreares of Taxes, before this time, Sequestrations, and causes of Sequestrations, Fines, Issues, Amerciaments, Debts to the late *K.* and all Debts of Record, Fines, Post-Fines, Annuities, Rent-charges, Rents-Secks, and of, and from all other Charges, Titles, Troubles, Incumbrances, Estates and Incumbrances whatsoever had, made, committed, done or suffered, or to be had, made, committed, done or suffered, by the said *W. T.* and *M.* his Wife, or any of them, their, or any of their Heirs or Assigns, or by any other person or persons, lawfully claiming, or to claim, by, from, or under him, them, or any of them, or his, their, or any of their Estate, Right, Title, Interest, act, meanes, consent, default, or procurement, one Lease heretofore made by the said *W. T.* unto the said *T. D.* of the said Cellar before mentioned, to be granted for the term of 31 years, from, at, and under the yearly Rent of, &c. by Indenture, dated the &c. and that he the said *T. T.* his heirs and Assigns, and every of them, shall and may from henceforth for ever, peaceably and quietly have, hold, occupy, possess, and enjoy the said Messuage or Tenement, and all and singular, other the Premisses herein before mentioned, and intended to be hereby, and by the said first recited Indentures and Inrollment

thereof,

thereof granted and conveyed with their, and every of their Appurtenances without the lawful Let, Suit, trouble, interruption, expulsion, hinderance, molestation, or denyal of the said *N. T.* his Heirs or Assigns, or of any other person or persons lawfully claiming, or to claim by, from, or under him, them, or any of them, or by, from, or under the said *S. T.* and *M.* his Wife, or any of them the said *T. D.* and his Assigns, of them the said for, and in respect of the aforesaid Term only excepted; and furthermore, that he the said *W. T.* his Heirs and Assigns, and all and every other person and persons whatsoever having, or lawfully claiming to have any Estate, Right, Title, or Interest of, in, or unto the said Messuage, or Tenement and Premisses, or any part thereof by, from, or under the said *W. T.* or by, from, or under the said *S. T.* and *M.* his Wife, or any of them, or in trust for them, or any of them, except the said *T. D.* and his Assigns, for, and in respect of the aforesaid Term for 31 years, shall and will from time to time, and at all times hereafter, within the space of seven years now next ensuing, at, and upon the reasonable Request, or Requests, and at the Costs and Charges in the Laws of the said *T. T.* his Heirs and Assigns, make, do acknowledge, levy, suffer, and execute, or cause to promise to be made, done, acknowledged, levyed, suffered and executed, all and every such further, and other lawful and reasonable Act and Acts, thing or things, Device and devises, assurance and assurances in the Law whatsoever, for the surer, better, and more perfect and absolute, containing and assuring of the said Messuage or Tenement, and all and singular other the Premisses, with their, and every of their Appurtenances unto the said *T. T.* and his Heirs, to the use of the said *T. T.* and of his Heirs and Assigns for ever, according to the purport, true intent, and meaning of these Presents, be it by Fine or Fines, Feoffment or Feoffments, Recovery or Recoveries with, or more Voucher or Vouchers, Deed or Deeds, Inrolled or not Inrolled, the Inrollment of these presents, Release or Confirmation, whether with or without Warranty, or Warranties, howsoever, as by the Councel learned in the Law of the said *T. T.* his Heirs or Assigns, shall be reasonably devised or required, so as such person or persons, as shall be so required to do the same, be not required for the doing thereof, to travel further then the Cities of *L.* and *W.* or one of them, and so as the same do not contain any further Covenants or Warranty then against the parties before named, and their Heirs. And further, the said *W. T.* for himself, his Heirs, Executors, and Administrators, doth Covenant, promise and grant to, and with the said *T. T.* his Heirs and Assigns, by these presents, that he the said *W. T.* his Heirs or Assigns, shall and will from time to time, and at all times hereafter, upon the Requests, and Costs and Charges of the said *T. T.* his Heirs or Assigns, produce and shew forth all and singular the before mentioned Indentures, Fine and Recovery, or exemplifications thereof, and all such other Deeds, Evidences and Writings, as the said *W. T.* his Heirs or Assigns, have or shall have in his and their power, or disposition concerning the Premisses, in any Court or Courts of Record in Law or equity, or elsewhere, when and as often as there shall be occasion to make use thereof, for the justification, or maintenance of the Title of the said *T. T.* his Heirs or Assigns, in, or to the said Messuage or Tenement, and Premisses, or any part or parcel thereof. In Witness, &c.

Feoffments.

This Indenture made &c. Between *W. S.* of &c. of the one part, and *H. F.* of &c. on the other part. Whereas the ſaid *W. S.* and one *C. W.* of &c. and *J.* his Wife, by an Indenture of Bargain and Sale, or Deed Indented and acknowledged to be inrolled in his Majeſties Court of *Common Pleas* at *Weſtm.* bearing date the 21. day of this preſent moneth of *N.* made between the ſaid *W. S. C. W.* and *J.* his Wife on the one part, and the ſaid *H. F.* on the other part, for and in conſideration of the Sum of 700 l. to them the ſaid *W. S.* and *C. W.* in hand, at the enſealing of the ſaid Indenture by the ſaid *H. F.* well and truly contented and paid; Have granted, bargained, ſold, aliened, enfeoffed, or confirmed, or therein are mentioned to grant, bargain, ſell, alien, enfeoff, and confirm to the ſaid *H. F.* his Heirs and Aſſigns for ever, all thoſe 10 Meſſuages or Tenements, with their Appurtenances, ſcituate and being in &c. called or known together by the name of &c. now or late in the ſeveral Tenures, holdings, or occupations of *T. T. R. D. T. C.* or of their or of ſome of their ſeveral Aſſignee or Aſſigns, and divers other things in the ſaid Indenture mentioned, as in and by the ſaid Indenture of Bargain and Sale or Deed mentioned more at large it doth and may appear. Now this Indenture Witneſſeth, That the ſaid *W. S.* as well for and in conſideration of the ſaid Sum of 700 l. of lawful money of *E.* to them the ſaid *W. S.* and *C. W.* by the ſaid *H. F.* well and truly paid, as in and by the ſaid recited Indenture is mentioned, for the full price and abſolute purchaſe of the Premiſſes, as for divers other good Cauſes and Conſiderations him thereunto eſpecially moving, Hath given, granted, bargained, ſold, remiſed, releaſed, quit, claymed and confirmed; And by theſe preſents doth fully, clearly, and abſolutely give, grant, bargain, ſell, remiſe, releaſe, quit, claim, and confirm unto the ſaid *H. F.* and to his Heirs and Aſſigns for ever, all the ſaid Meſſuages, Tenements, and other the Premiſſes, in and by the ſaid recited Indenture mentioned to be thereby granted, bargained, ſold, enfeoffed and confirmed, and every of them, and every part and parcel thereof, with their and every of their Appurtenances, and the Reverſion or Reverſions, Remainder or Remainders, Rents and yearly profits of the ſame Premiſſes, and of every of them, and every part and parcell thereof, To have and to hold, all the ſaid Meſſuages, Tenements, and other the Hereditaments and Premiſſes, and every of them, and every part and parcel thereof, unto the ſaid *H. F.* his Heirs and Aſſigns for ever, to the only and proper uſe and behoof of the ſaid *H. F.* and of his Heirs and Aſſigns for ever. And the ſaid *W. S.* for the Conſideration aforeſaid, doth for him, his Heirs, Executors, and Adminiſtrators, and for every of them, covenant and grant to and with the ſaid *H. F.* his Heirs, Executors, and Aſſigns, and every of them by theſe preſents, in manner and form following, (That is to ſay) That they the ſaid *W. S. C. W.* or one of them, the day of the date, and at the ſealing and delivery of the ſaid recited Indenture, were or was, and ſo untill the making and executing of the firſt Eſtate of and in the

the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale mentioned and intended to be thereby granted, bargained, ſold, enfeoffed and confirmed, and of and in every of them, and every part and parcel thereof, in and to the ſaid *H.F.* and his heirs, according to the true meaning of the ſaid Indenture of Bargain and Sale, and of theſe preſents, ſhall be very true, lawful and rightful owner or owners, and by good and juſt Right and Title lawfully and rightfully ſeiſed of and in all and ſingular the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale, or Deed Indented, or mentioned to be thereby granted, bargained, ſold, enfeoffed, or confirmed, and of and in every part and parcel thereof, with their Appurtenances, of a good, lawful, perfect and indefeazable Eſtate of Inheritance in Fee-ſimple, to them or one of them and their heirs for ever, abſolutely without any manner of condition, limitation of uſe or uſes, or other matter or thing whatſoever, to alter, change, or determine the ſame. And, That the ſaid *W.S.* and *C.W.* or one of them, the day of the date, and at the enſealing and delivery of the ſaid recited Indenture, had, and ſo untill the time of ſuch firſt Eſtate executed or to be executed as is aforeſaid, ſhall have in him or themſelves full power, good and lawful right, title, and authority to grant, bargain, ſell, and convey all and ſingular the ſaid the Meſſuages, Tenements, Hereditaments, and all other the Premiſſes in and by the ſaid recited Indentures mentioned to be thereby granted, bargained, ſold, enfeoffed and confirmed, and every of them, and every part and parcel thereof, with their and every of their Appurtenances unto the ſaid *H. F.* and his heirs, according to the true meaning of the ſaid recited Indenture. And that he the ſaid *H.F.* his Heirs and Aſſigns, ſhall and may from henceforth for ever peaceably and quietly have, hold, occupy, poſſeſs and enjoy the ſaid Meſſuages or Tenement, Hereditaments, and all other the Premiſſes, in and by the ſaid recited Indenture of Bargain and Sale, mentioned or intended to be hereby granted, bargained, ſold, aliened, enfeoffed or confirmed, and every of them, and every part and parcel thereof, with their Appurtenances, and receive, perceive, take and enjoy all and every the Rents, Iſſues, benefits and profits thereof whatſoever, to his and their own proper uſe and behoof for ever free, clear and clearly acquitted and diſcharged, or otherwiſe from time to time and at all times hereafter upon requeſt, ſufficiently ſaved and kept harmleſs by the ſaid *W. S.* his Heirs, Executors, and Adminiſtrators, or ſome of them, of, from, and concerning all and all manner of former and other Bargains, Sales, Guifts, Grants, Leaſes, Joyntures, Dowers, Uſes, Wills, Entails, Statutes, Bonds, Recognizances, Judgments, Extents, Executions, Debts of Record, Debts to the Kings Majeſty, Annuities, Rent-Charge, Rent-Seck, or Charges of Rents, and of and from all other Eſtates, Titles, Troubles, Charges and Incumbrances whatſoever, had, made, committed, or done, to be had, made, committed or done by the ſaid *W. S.* his Heirs or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever, the Rents and Services from henceforth to grow due to the chief Lord or Lords of the Fee or Fees of the Premiſſes, in reſpect of his or their

their Seigniory or Seigniories, and one Leaſe by Indenture of Bargain dated the &c. and made by *N. G.* of, &c. unto *P. S.* of &c. of the Premiſſes, by the name of a Meſſuage or Tenement, ſometime a Brew-Houſe, for the term of 60 years, commencing from the Feaſt of St. *M.* the Arch-Angel then laſt paſt, whereupon the Rent of 30 l. is reſerved payable Quarterly, which ſhall and may from thenceforth continue and be payable unto the ſaid *H. F.* his Heirs and Aſſigns, during the continuance of the ſame Leaſe, and ſuch Eſtate as the ſaid *W. S.* hath heretofore granted of the Premiſſes to the ſaid *C. W.* only excepted and foreprized. And, the ſaid *W. S.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth covenant and grant to and with the ſaid *H. F.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *W. S.* and *E.* his Wife, his Heirs, and all and every other perſon or perſons, his and their heirs, any thing having or clayming, or that ſhall or may have, or claim, of, in, or out of the ſaid Meſſuages, Tenements, Hereditaments, and other the Premiſſes in and by the ſaid recited Indenture of Bargain and Sale mentioned, to be thereby granted, bargained, ſold, alienated, enfeoffed or confirmed, and of, in, or out of any of them, or any part or parcel thereof, except ſuch perſon or perſons whoſe Leaſes and Eſtates are herein before excepted, for and in reſpect only of their ſaid Leaſes and Eſtates ſo herein before excepted, ſhall and will from time to time and at any time hereafter, for and during the ſpace of 7. years now next enſuing, at and upon every reaſonable requeſt at the Coſts and Charges in the Law of the ſaid *H. F.* his Heirs or Aſſigns, make, do, acknowledg, levy, ſuffer, and execute, and procure and cauſe to be made, done, acknowledged, levied, ſuffered, and executed all and every ſuch further lawfull and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, Conveyance and Aſſurances in the Law whatſoever, for the further, more, better, and perfect Aſſurance, Sure-making and Conveying, having and enjoying of the ſaid Meſſuages, Tenements, Hereditaments, and all other the Premiſſes herein before mentioned to be by the ſaid recited Indenture granted, bargained, ſold, alienated, and enfeoffed or confirmed, and every of them, and every part and parcell thereof with their appurtenances, unto the ſaid *H. F.* his Heirs and Aſſigns for ever, according to the true meaning of the ſaid recited Indenture, and by theſe preſents, be the ſame by Deed or Deeds inrolled or not inrolled, Fine, Feoffment, Recovery, Releaſe, Confirmation or otherwiſe, with Warranty againſt all men, or without Warranty, or by all, every, or any of the wayes or means aforeſaid, or by any other wayes or means whatſoever, as by the ſaid *H. F.* his Heirs or Aſſigns, or by his or their Councel Learned in the Law ſhall be reaſonably deviſed or adviſed, or required. And whereas in the Term of the Holy Trinity now laſt paſt, one Fine, *Sur Conuſance de droit come, &c.* was acknowledged and levied before the Kings Majeſties Juſtices of his Court of *Common Pleas* at *W.* by the ſaid *W. S.* and *S.* his Wife; *J. H.* and *M.* his Wife, and *W. H.* and *R.* his Wife, unto the ſaid *H. F.* And all that Capital Meſſuage or Inne, or of another Meſſuage or Tavern, both called or known by the ſeverall names of &c. and of 5. other

Meſſuages,

Meſſuages or Tenements near thereunto adjoyning, in &c. aforeſaid, with their and every of their Appurtenances, by the name and names of 7. Meſſuages, 4. Stables, and 3. Gardens, with the Appurtenances, or by ſome other name or names in &c. as by the Records of the ſaid Fine may appear: It is covenanted and granted, concluded and agreed by and between the ſaid parties to theſe preſents, And the ſaid *W. S.* doth hereby expreſs and declare, and for him, his Heirs, Executors, and Adminiſtrators, covenant and agree to and with the ſaid *H. F.* his Heirs and Aſſigns, That the ſaid Fine ſo acknowledged and levied as aforeſaid, and all and every other Fine and Fines, Recovery and Recoveries, Conveyances and Aſſurances in the Law whatſoever, that are or ſhall be had, made, acknowledged, levied, ſuffered, or executed by or between the ſaid parties to theſe preſents, or either of them, by themſelves or together with any others of the ſaid Meſſuages, and other the Premiſſes compriſed in the ſaid Fine, or of any other part thereof, and the full force and effect, and the execution of the ſame, and every of them, ſhall be, and ſhall be adjudged, eſteemed, reputed, and taken to be, and to enure to the only proper uſe and behoof of the ſaid *H. F.* and of his Heirs and Aſſigns abſolutely for ever, according to the intent and true meaning of an Indenture of Bargain and Sale bearing date the &c. of the ſame Premiſſes, by the ſaid *W. S. J. H. W. H.* and one *W. C.* and *T. P.* to the ſaid *H. F.* In witneſſe, &c.

FINES.

FINES.

ff. *Pr.* J. J. *Militi et* M. *uxori ejus*, M. N. *et* E. *uxori ejus*, T. N. *et* M. *uxori ejus, et* W. B. *et* F. *uxori ejus, quod teneant* R. F. *Convencionem inter eos factam de Maneriis de* M. T. *alias* T. M. *Necnon de advocationibus & Patronat. Eccleſiarum de* P. *et* R. *& unius Canturiæ in* B. *prædict. &c. Et niſi, &c.*

ET eſt Concordia talis ſcil. Quod prædicti *J.* et *M. M.* et *E. T.* et *M.* et *W.* et *F.* recogn. Maneria, Ten. et Reddit. prædict. cum pertin. ac Advocationes prædictas eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de dono prædictorum *J.* et *M*: *M.* et *E*: *T.* et *M*: et *W.* et *F.* Et ill. remiſ. et quiet. clam. de ipſis *J.* et *M*: *M.* et *E*: *T.* et *M*: et *W.* et *F.* & hæred. ipſorum *M. E. M.* et *F.* præfat. *R.* et hæred. ipſius *R.* in perpetuum. Et præterea, iidem *J.* et *M. M.* et *E*: *T.* et *M*: et *W.* & *F.* conceſſerunt pro ſe et hæred. ipſorum *M. E. M.* & *F.* quod ipſi warrant. prædicta Maneria, Ten. et Reddit. præd. cum pertin. ac Advocacion. præd. præfat. *R.* et hæred. ſuis contra Ipſum *W.* et Anceſſores ſuos in perpetuum &c.

Et pro hac Recogn. remiſs. quiet. clam. Warr. Fine & Concordia, idem *R.* conceſsit prædictis *M.* et *E.* prædicta Maneria de *M. T.* et *M. H.* cum pertin. Ac prædicta Ten. & Reddit. in prædictis Vill. de *M.* parva *T.* & *A.* Manerorum, Ten. et Reddit. prædictorum parcell. Et illas eis reddidit in eadem Cur. Habend. & Tenend. eiſdem *M.* et *E.* de Capit. Domino &c. Tota vita ipſorum *M.* et *E.* abſq; impetitione alicujus vaſti inde faciend. Et poſt deceſſum ipſorum *M.* et *E.* prædicta Maneria de *M. T.* et *M.* et prædicta Ten. et Reddit. in *M. T.* parva *T.* et *A.* cum pertin. integre reman. *X. N.* filio prædictorum *M.* et *E.* et hæred. Maſcul. de corpore ipſius *X.* legittime procreat. de Capit. Domino &c. Et ſi contingat quod idem *X.* obierit ſine hæred. Maſcul. de corpore ipſius *X.* legittime procreat. tunc poſt Deceſſum ipſius *X.* prædicta Manera de *M. T.* et *M.* et dicta ten. & reddit. in *M. T.* parva *T.* & *A.* præd. cum pertin. integre reman. hæred. quos dictus *M.* de corpore præfat. *E.* procreaverit de Capit. Domino &c. Et ſi contingat quod idem *M.* et *E.* obier. ſine hæred. de corpore ejuſdem *E.* per ipſum *M.* legitime procreat. tunc prædicta Maneria de *M. T.* et *M.* ac dict. Ten. et Reddit. in *M. T.* parva *T.* & *A.* præd. cum pertin. integre remanebant rectis hæred. dictæ *E.* de Capit. Domino &c.

Et ulterius idem *R.* conceſsit præfat. *M.* xvi. Meſs. xl. acr. terræ, lxx. acr. prati, CCC lx. acr. Paſturæ, C. acr. boſci, CCC. jampnorum & bruere,

C. acr. Mariſci, 200 acr. Alneti, & 15 l. reddit. cum pertin. de Ten. & Reddit. in C. F. &c. præd. Nec non Advocat. & Patronat. Eccleſiæ Sanct. R. in Capr. dicta. Et ill. ei reddidit in eadem Cur. habend. & tenend. eidem M. & hæred. ſuis de Capit. Domino, &c.

Et etiam præfat. R. conceſſit præfat. T. & M. prædicta Maneria de O. T. &c. cum pertin. & prædicta Ten. & Reddit. cum pertin. in M. prædicta. Nec non reſid. dictorum ten. & reddit. cum pertin. in C. E. &c. præd. (Except. dict. Maner. de B. cum pertin.) Et illa eis reddidit in eadem Cur. habend. & tenend. eiſdem T. & M. de Capit. Domino, &c. tota vita ipſorum abſque impetitione alicujus vaſti inde faciend. Et poſt deceſſum ipſorum T. & M. prædicta Maneria de O. C. &c. cum pertin. & præd. Ten. & Reddit. cum pertin. in M. prædicta, nec non dict. reſid. dictorum Ten. & Reddit. cum pertin. in S. C. F. &c. præd. (except. præexcept.) integrè remanebunt T. N. filio eorundem T. & M. & hæred. Maſcul. de corpore ipſius T. filii legitime procreat. de Capit. Domino, &c. Et ſi contingat, Quod idem T. filius obierit ſine hæred. Maſcul. de corpore ipſius T. filii legitime procreat. tunc poſt deceſſum ipſius T. filii, prædicta Maneria de O. C. &c. cum pertin. ac prædicta Ten. & Reddit. cum pertin. in M. prædicta, nec non dict. reſid. dictorum Ten. & Reddit. cum pertin. in C. E. &c. præd. (Except. præ-except.) integrè reman. W. N. aliter filio præfatorum T. patris & M. & hæred. Maſcul. de corpore ipſius W. legitime procreat. de Capit. Domino, &c. Et ſi contingat quod idem W. N. obierit ſine hæred. Maſcul. de corpore ipſius W. legitime procreat. tunc poſt deceſſum ipſius W. prædicta Maneria de O. C. &c. cum pertin. ac prædicta Ten. & Reddit. cum pertin. in C. F. &c. præd. (Except. præ-except.) integrè reman. hæred. quos dictus T. pater de corpore præfat. M. procreaverit. de Capit. Domino &c. Et ſi contingat. quod idem T. Pater & M. obierint ſine hæred. de corpore ipſius M. per eundem T. Patrem legitime procreat. tunc prædicta Maneria de O. P. &c. cum pertin. ac præd. Ten. & Redd. cum pertin. in M. p ædicta, nec non dict. reſid. dictorum Ten. & Redd. cum pertin. in C. F. &c. præd. (except. præ-except.) integrè reman. rectis hæred. prædictæ M. de Capit. Domino, &c. Et præterea idem R. conceſſit præfat. T. N. Patri præd. Manerium de L. cum pertin. ac prædict. Ten & Redd. in L. &c. præd. & reſid. dictorum Ten. & Redd. cum per in. in H. &c. præd. Nec non Advocationem & Patron. Sanctæ Crucis in B præd. Et ill. ei reddidit in eadem Cur. Habend. & Tenend. eidem T. N. Patri & hæred. ſuis de Capit. Domino &c.

Et prædictus R. conceſſit ulterius præfat. W. B. & F. p ædictum Manerium de P. cum pertinen. ac præd. Ten. & Red. cum pertin. in P. A. &c. præd. nec non dictam Advocationem & Patron. Eccleſiæ de P. præd. & ill. eis reddidit in eadem Cur. Habend. & Tenend. eiſdem W. & F. de Capit. Domino &c. tota vita ipſorum W. & F. abſq; impetitione alicujus vaſti inde faciend. Et poſt deceſſum ipſorum W. B. & F. prædictum Manerium de P. cum pertin. ac præd. Ten. & Red. cum pertin. in P. A. &c. præd. nec non dictam Advocationem & Patronat. Eccleſiæ de P. præd. integrè reman. T. B. filio præfat W. B. & F. & hæred. Maſcul. de corpore ipſius T. B. legitime procreat. de Capit. Domino, &c. Et ſi contingat quod idem T. B. obieret ſine hæred. Maſcul. de corpore ipſius

de *P.* legitime procreat. tunc poſt deceſſum ejuſdem *T. B.* prædictum Manerium de *P.* cum pertinen. ac præd. Ten. & Red. cum pertinen. in *P. A.* &c. prædicta, nec non Advocatio Eccleſiæ de *P.* præd. integrè remanebunt hæred. quos dictus *W.* de corpore præfat. *F.* procreaverit de Capit. Domino. Et ſi contingat quod iidem *W.* & *F.* obier. ſine hæred. de corpore ipſius *F.* per eundem *W.* legitime procreat. tunc prædictum Manerium de *P.* cum pertinen. ac præd. Ten. & Red. cum pertinen. in *P. A.* &c. præd. nec non dicta Advocatio & Patronat. Eccleſiæ de *P.* præd. integrè remanebunt rectis hæred. præfat. *F.* de Capit. Domino, &c. Nec non dictus *R. F.* conceſſit præfat. *W. B.* & *F.* præd. Ten. & Red. cum pertin. in Magna *S.* & parva *S.* præd. & ill. eis reddidit in eadem Cur. habend. & tenend. eiſdem *W.* & *F.* & hæred. quos idem *W.* de corpore præfat. *F.* procreaverit de Capit. Domino. Et ſi contingat quod iidem *W.* & *F.* obier. ſine hæred. de corpore ipſius *F.* per eundem *W.* legitime procreat. tunc præd. Ten. & Red. cum pertinen. in magna *S.* & parva *S.* præd. poſt deceſſum eorundem *W. C.* & *F.* integrè remanebunt rectis hæred. ipſius *F.* de Capit. Domino, &c.

Et prædictus *R. F.* conceſſit etiam præfat. *W. B.* prædictum Manerium de *B.* cum pertin. ac præd. Ten. & Red. cum pertin. in *F. A.* &c. præd. nec non prædictorum ten. & redd. cum pertin. in *C.* præd. Et ill. ei reddidit in eadem Cur. habend. & Tenend. eidem *W. B.* & hæred. ſuis de Capit. Domino.

Midd. ſſ. *Pr.* A. B. R. N. & E. *uxori ejus*, & J. N. & C. *uxori ejus quod remanet* J. B. *Fratr.* R. B. *Conven. de uno Meſſ. duobus Toftis, duabus acr. prati, decem acr. terræ, duodecim acr. paſturæ, & duabus acr. boſci, cum pertin. in* H. *Et viſi &c.*

Et prædictus J. *dat. Domino Regi pro licenc.*

Et eſt concordia raſis, ſcill. Quod prædicti *A. R. N.* & *E.* & *J. N.* & *C.* recogn. præd. ten. cum pertin. eſſe jus ipſius *J. B.* ut ill. quæ idem *J. B.* habet de Dono prædictorum *A. R. N. E. J. N.* & *C.* & ill. remiſer. & quiet. clam. de ipſis *A. R. N. E. J. C.* & hæred. prædictorum *E.* & *C.* prædicto *J. B.* & hæred. ſuis in perpetuum. Et præterea iidem *A. R. N.* & *E.* & *J. N.* & *C.* conceſſer. pro ſe & hæred. ipſarum *E.* & *C.* quod ipſi Warran. prædicto *J. J. B.* & hæred. ſuis præd. ten. cum pertin. contra omnes homines in perpetuum.

Et pro hac recogn. quiet. clam. Warr. Fine & concordia, idem *J. B.* conceſſit præfat. *A.* ten. prædicta, cum pertin. & ill. ei reddidit in eadem Cur. habend. eidem *A.* & hæred. Maſcul. de corpore ſuo exeuntibus, Tenend. de Capit. Domino feodi illius per ſine. quæ ad præd. ten. pertinent. in perpetuum.

Et ſi contingat quod idem *A.* obierit ſine hæred. Maſcul. de corpore ſuo exeuntibus; Tunc poſt deceſſum ipſius *A.* præfata ten. cum pertin. remanent *J. B.* ſeu prædicti *A.* & hæred. Maſcul. de corpore ſuo exeun. Tenend. de Capit. Domino feodi illius per ſine. quæ ad prædicta Ten. cum pertin. pertinent. in perpetuum.

Et ſi contingat quod idem *J. B.* frater predicti *A.* obierit ſine hered. Maſcul. de corpore ſuo exeunt. tunc poteſt deceſſum ipſius *J.* fratris predicti *A.* prædicta ten. cum pertin. integre remanent *R. B.* fratri prædicti *A.* & hered. Maſcul. de corpore ſuo exeun. Tenend. &c.

Eſſex ſſ. *Pr. W. M. Armigero & A. uxori ejus, quod teneant* T. P. *& A. uxor ejus convention. inter eos factam de duobus Meſſuag. Octogint. acr. terre, Oct. acr. prati, Trigint. acr. Paſture, cum pertin. in* G. S. *&c. Et niſi &c.*

Et predictus T. *dat. Domino Regi pro licenc.*

ET eſt concordia talis, ſcil. Quod prædict. *W.* & *A.* uxor ejus recogn. prædictam Ten. cum pertin. eſſe jus ipſius *E*, ut ill. quæ iidem *T*, & *A*, uxor ejus habent de Dono predictorum *W*, & *A*, uxori ejus. Et ill. remiſ. & quiet. clam. de ipſis *W.* & *A.* uxore ejus, & hered. ipſius *W.* prædictis *T.* & *A.* uxori ejus, & hered. ipſius *T.* in perpetuum. Et preterea iidem *W.* & *A.* uxor ejus conceſſerunt pro ſe & hered. ipſius *W.* Quod ipſi warran. pred. *T.* et *A.* uxori ejus & hered. ipſius prædicta cum pertin. contra omnes homines in perpetuum. Et pro hac recogn. &c.

Norff. ſſ. *Pr. H. H. & C. uxori ejus, quod teneant* J. P. *conventio. inter eos factam. de uno Meſſuag. duabus acr. terre, & Decem. acr. jampnorum & Bruere, cum pertin. in* N. *&* C. *Et niſi &c.*

ET eſt concordia talis, ſcill. Quod prædicti *H.* & *C.* recogn. ten. pred. cum pertin. eſſe jus ipſius *J.* ut ill. quæ idem *J.* habet de Dono prædictorum *H.* & *C.* Et ill. remiſer. & quiet. clam. de ipſis *H.* & *C.* & hered. ipſius *C.* præfat. *J.* & hæred. ſuis in perpetuum. Et præterea iidem *H.* & *C.* conceſſ. pro ſe & hæred. ipſius *H.* quod ipſi Warran. præfat. *J.* & hered. ſuis ten. præd. cum pertin. contra omnes homines in perpetuum. Et pro hac, &c.

Lincoln. ſſ. *Pr. G. F. Armigero & M. uxori ejus, quod teneant* R. P. *Armigero Conventionem inter eos factam de Medietat. Manerii de N. cum pertin. nec non de medietat. Quadragint. Meſſ. Viginc. Catag. Sexagint. Gardin. Sexagint. Pomar. duarum Mill. acrarum terre, acr. prati, Mill. acr. jampnorum & Bruere, Centum acr. Marliſ, & Centum ſolid. reddit. cum pertin. in* V. *Et niſi &c.*

ET eſt concordia talis, ſcilicet, Quod prædicti *G*, & *M*, recogn. predictas medietates Manerii, Ten. & Reddit. pred. cum pertinen. eſſe jus ipſius

ipſius *R*, ut ill. quas idem habet de Dono predictorum *A*, & *M*. Et ill. remiſer. & quiet. clam. de ipſis *G*, & *M*, & hered. ipſius *M*. prefat. *R*, & hered. ſuis in perpetuum. Et præterea iidem *G*, & *M*, conceſſerunt pro ſe & hered. ipſius *M*, quod ipſi warran. prefat. *R*, & hered. ſuis prædictas mediet ates prædictorum Manerii, Ten. & Reddit. cum pertinen. contra omnes homines in perpetuum. Et pro hac &c.

Warr. ſſ. *Pr.* N, B, *quod juſte, &c. teneant* T, R, & M, R, *filia ejuſdem* T, *Conven. inter eos factam de uno Meſſuag. Cent. acr. terræ, Quadragint. acr. prati, Centum acr. Paſturæ, duodecim acr. boſci, et uno Quarr. Lapidum, cum pertin. in* H B, *&* R, *in Com. prad. Et niſi, &c.*

ET eſt concordia talis, ſcilicet, Quod prædictus *N*, recogn. Ten. prædicta cum pertinen. eſſe jus ipſius *M*, ut illa quæ iidem *T*. & *M*. habent de Dono prædicti *N*. Et ill. remiſer. & quiet. clam. de ſe & hæred. ſuis prefat. *T*, & *M*, & hered. ipſius *M*, in perpetuum. Et preterea idem *N*, conceſſ. pro ſe & hered. ſuis, quod ipſi warran. Ten. predicta cum pertin. prefat. *T*, & *M*, & hered. ipſius *M*, contra omnes homines in perpetuum.

Norff. ſſ. *Pr.* J, C, *filio & hæred.* T, C, *defunct. &* R, B, *Clerico, quod tenent* T, G, *ſen. Armigero Convention. &c. de uno Meſſuag. Trigint. & Tribus acr. terra, ſex acr. prati, Quinquagin. & duabus acr. paſturæ, duabus acr. boſci, & Quadragint. ſolidat. reddit. cum pertinen. in* T, J, *&c. Et niſi, &c.*

ET eſt concordia talis, ſcil. Quod pred. *I*, & *R*, recogn. Ten. & Reddit. pred. cum pertin. eſſe jus ipſius *T*, ut ill. quæ idem *T*, habet de Dono predictorum *I*, & *R*, Et ill. remiſſ. & quiet. clam. de ſe & hered. ſuis predict. *T*, et hered. ſuis in perpetuum. Et preterea idem *I*, conceſſit pro ſe & hered. ſuis, Quod ipſi warran. Ten. & Reddit. pred. cum pertin. prefat. *T*, & hered. ſuis contra omnes homines in perpetuum.

Norff. ſſ. *Pr.* W, H, & E, *uxori ejus, filia & hered.* J, M, *jun. quod tenent* R, F, *et* W, M, *Convention. inter eos factam de uno Meſſuag. Septem. acr. & Tribus Rod. terra. cum pertin. in* S, & T. *Et niſi, &c.*

ET eſt Concordia talis, ſcilicet, Quod pred. *W. H.* & *E.* recogn. ten. præd. cum pertin. eſſe jus ipſorum *R*, et *W*, *M*, ut ill. quæ iidem *R*, & *W*, *M*, habent de Dono prædictorum *W*, *H*, et *E*. Et ill. remiſer. et quiet. clam. de illis et hered. ſuis pred. *R*, et *W*, *M*, et hered. predicti *R*, *F*, in perpetuum. Et preterea iidem *W H*, & *E*, conceſſ. pro ſe & hered. predictæ *E*, quod ipſi warran. Ten. prædicta cum pertin. prefat. *R* & *W*, *M*, et hered. pred. *R*, *F*, contra omnes homines in perpetuum.

Suff. ſſ. *Pr.* T. B. *Generoſa, & A. uxori ejus,* G. B. & M. *uxori ejus, quod tenant* W. H. *conven. &c. de duobus Meſſ. & duabus acr. Paſtura, cum pertin. in* N. *&c.*

ET eſt concordia talis, ſcilicet, Quod prædicti *T.* & *A. G.* & *M.* recogn. Ten. præd. cum pertinen. eſſe jus prædicti *W.* ut ill. quæ idem *W.* habet de Dono prædictorum *T.* & *A, G,* & *M.* Et ill. remiſ. & quiet. clam. de ſe & hæred. ſuis pred. *W,* & hered. ſuis in perpetuum. Et preterea predicti *T,* & *A, G,* & *M,* conceſs. pro ſe & hered. predictæ *M.* quod ipſi warran. predict. *W.* & hered. ſuis Ten. predictum cum pertin. contra ipſos *T.* & *G.* & hered. ſuos in perpetuum.

Lanc. ſſ. *Pr.* J, M, & A, *uxori ejus, quod juſte, &c. tenent* J, S, *Conventionem inter eos factam de quatuor Meſſuag. Quatuor Gardinis, & Tribus acr. terræ, cum pertinen. in* S, & B. *Et niſi, &c.*

ET eſt concordia talis, ſcilicet, Quod prædicti *J, M,* & *A.* recogn. Ten. predict. cum pertinen. eſſe jus prædicti *J, S,* ut ill. quæ idem *J, S,* habet de Dono predictorum *J, M,* & *A.* Et ill. remiſer. & quiet. clam. de ipſis *J, M,* & *A,* & hered. ipſius *A.* præfat. *J. S.* & hered. ſuis in perpetuum. Et prefat. iidem *I, M,* & *A,* conceſſerunt pro ſe & hered. ipſius *A,* quod ipſi warr. Ten. pred. cum pertinen. prefat. *I,* & hered. ſuis contra omnes homines in perpetuum. Et pro hac &c.

Bed. ſſ. *Pr.* J, A, & A, *uxori ejus,* P, J, & A, *uxori ejus, Filiam & hered.* W, W, *aliat dict.* W, B, *quod juſte, &c. tenent* J, M, *Mil. Domino* M. *Conventionem, &c. de uno Meſſuag. uno Toft. uno Gardino, Quinqu; acr. terræ, duabus acr. prati, & decem acr. paſturæ, pertin. in* S, & K. *Et niſi, &c.*

ET eſt concordia talis, ſcil. Quod predicti *I, A, A, P,* & *A,* recogn. Ten. pred. cum pertin. eſſe jus ipſius *I.* Domini *M.* ut ill. quæ idem *I.* Dominus *M.* habet de Dono predictorum *I, A, A, P,* & *A.* Et ill. remiſer. & quiet. clam. de ipſis *I, A, A, P,* & *A,* & hered. ipſarum *A,* & *A,* predict. *I.* Domino *M,* & hered. ſuis in perpetuum. Et preterea iidem *I, A, A, P,* & *A,* conceſs. pro ſe & hered. ipſarum *A,* & *A,* quod ipſi warran. predicto *I.* Domino *M,* & hered. ſuis predicta Ten. cum pertin. contra omnes homines in perpetuum. Et pro hac, &c.

Norff. ſſ. *Pr.* R.G. *et* M. *uxori ejus*, *quod juſte, &c. teneat* R. H. *Convent. &c. de Quatuor acris paſturæ, cum pertin. in* M. *&c.*

ET eſt Concordia talis, ſcil. Quod prædicti *R.* & *M.* recogn. prædict. Quatuor acras paſturæ cum pertin. eſſe jus ipſius *R.* ut ill. quæ habet de Dono prædictorum *R.* & *M.* Et ill. remiſer. & quier. clam. de præfat. *R.* & *M.* & hered. ſuis, in perpetuum. Et præterea ijdem *R.* & *M.* conceſſer. pro ſe & Hered. ipſius *M.* quod ipſi warran. prædict. Quatuor acr. paſturæ cum pertin. præfat. *R.* & Hered. ſuis contra omnes homines in perpetuum. Pro qua quidem fine &c. idem *R.* dedit præfat. *R.* & *M.* xxl.

Norff. ſſ. *Pr.* J.B. *et* C. *uxori ejus*, *et* J.A. *et* C. *uxori ejus*, *quod teneant* R.S. *Convention. &c. de duobus Meſſuagiis, Tresdecim acr. terra, Tribus acris prati. Duabus acris Paſturæ, et quatuor acr. boſci, cum pertin. in* K. *Et miſi &c.*

ET eſt Concordia talis, ſcilicet, Quod prædicti *J.* & *C.* & *I. A.* & *C.* recogn. tenement. prædict. cum pertin. eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de dono prædictorum *I.* & *C.* & *I. A.* & *C.* Et ill. remiſer. & quier. clam. de ſe & hered. ſuis prædicto *R.* & hered. ſuis in perpetuum. Et præterea ijdem *I.* & *C.* & *I. A.* & *C.* conceſs. pro ſe et hered. ipſarum *C.* & *C.* quod ipſi warran. ten. prædicta cum pertin. præfat. *R.* et hered. ſuis contra prædictos *C.* & *C.* et hered. ſuos in perpetuum.

Buck. ſſ. *Pr.* W.B. *et* A. *uxori ejus*, *quod juſte, &c. teneant* J.F. & M. *uxori ejus Conven. inter eos factam de duobus Muſſuagiis, uno Foſto, duobus Cotagiis, duobus Gardinis, vigint. acr. terra, quatuor acr. prati, duabus acr. boſci, cum pertin. in* M. & A. *Et miſi &c.*

ET eſt Concordia talis, Quod prædicti *W. B.* et *A.* recogn. ten. pred. cum pertin. eſſe jus ipſorum *J. F.* & *M.* ut ill. que idem *I.* et M. habent de Dono prædictorum *W.* et *A.* Et ill. remiſer. et quier. clam. de ipſis *W.* et *A.* & hered. ipſius *A.* præfat. *I.* et M. et hered. ipſius *I.* Et preterea ijdem *W.* et *A.* conceſſerunt pro ſe et hered. ipſius *W.* Quod ipſi warran. prefat. *I.* et M. et hered. ipſius ten. prædicta cum pertin. contra omnes homines in perpetuum. Et pro hac. &c.

Norff. ſſ. *Pr.* G.C. *generoſo et* B. *uxori ejus quod juſte*, &c. *teneant* J.M. *generoſo Conventionem*, &c. *de manerio de* B. *cum pertin. ac de quinq. meſſuagiis, quingent. acr. terra, Centum acr. prati, quadringent. acr. Boſci, et vigint. et unum Redd. cum pertin. in* B.F. G. *et* R. *Et miſi* &c.

ET eſt Concordia talis, ſcilicet, Quod prædicti *G.* et *B.* recogn. Manerium tent. & Redd. præd. cum pertin. eſſe jus ipſius *I.* ut ill. quæ idem *I.* habet de Dono prædictorum *G.* et *B.* Et ill. remiſer. et quiet. clam. de ipſius *G.* et *B.*

et hered. ipſorum *G.* et *B.* prædicto *I.* et hæred. ſuis in perpetuum. Et preterea iidem *G.* et *B.* conceſſ. pro ſe & hered. ipſius *B.* quod ipſi warran. Manerium, ten. & Reddit. præd. cum pertin. prædicto *I.* et hæred. ſuis contra ipſos *G.* et *B.* et hered. ipſius *B.* in perpetuum.

Norff. ſſ. *Pr.* G. H. *Armigero et* K. *uxori ejus, quod teneant* A. D. *Milit. et* E. B. *Armigero Convent. &c. de Manerijs de* L. B. &c. *cum pertin. ac de Quadragint. Meſſuag. Vigint. Toft. mill. acr. terræ, ducent. acr. prati, mill. acris paſturæ, Centum acris Boſci, ducent. acris moræ, duabus mille acris Jamp. et Bruer. et decem libris Reddit. cum pertin. in* L. B. &c. *ac de Trinm Faldagiorum cum pertin. in* L. &c. *Et niſi, &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *G.* & *K.* recogn. manerium, reddit. et prædicta cum pertin. eſſe jus ipſius *A.* ut ill. quæ iidem *A.* & *T.* habent de Dono prædictorum *G.* & *K.* Et ill. remiſer. & quiet. clam. de ipſis *G.* & *L.* & hered. ipſius *K.* prædict. *A.* et *T.* & Hered. ipſius *A.* maneriis, ten. reddit. & præd. cum pertin. contra ipſos *G.* & *K.* et Hered. ipſius *K.* in perpetuum. Et pro hac, &c.

North. ſſ. *Pr.* W. *Comiti* D. G. H. *et* W. E. *quod juſte, &c. teneant* R. B. & E. B. *generoſis Conventionem, &c. de manerio de* D. *cum pertin. ac de quadr. cum meſſuagiis, uno Molendino Aquatico, Vigint. Gardinis, Trecentis ac. terræ, Centum et Sexaginta acr. prati. Quingentis acr. paſturæ, Vigint. ac. boſci, ducent. acr. Jamp. et Bruer. cum pertin. in* B. *Et niſi, &c.*

ET eſt Concordia talis, Quod prædicti Comes *G.* & *W.* recogn. Manerium, & ten. prædict. cum pertin. eſſe jus ipſius *R.* ut ill. quæ idem *R.* ac prædictus *E.* habent de dono prædictorum Comitis *G.* et *W.* Et ill. remiſer. & quiet. clam. de ipſis Comite *G.* et *W.* et hæred. ipſius Comitis præfat. *R.* et *E.* et heredibus ipſius *R.* in perpetuum. Et præterea idem Comes conceſſ. pro ſe et hered. ſuis, quod ipſi warran. Manerium, & ten. prædict. cum pertin. præfat. *R.* et *E.* et hered. ipſius *R.* contra omnes homines in perpetuum.

Et pro hac Recogn. remiſſ. quiet. clam. Warran. Fine & Concord. iidem *R.* et *E.* conceſſeruut manerium, & ten. pred. cum pertin. præfat. *G. B.* & *W. E.* Et ill. eius reddiderunt in ead. Cur. habend. & tenen. eiſdem *G.* & *W.* a Feſto Sancti Michaelis Arch. prox. ſequen. pro Termino Quinquaginta et Octo annorum extunc prox. ſequen. & plenar. complend. Reddend. inde annuatim prædictis *R.* & *E.* et hered. ipſius *R.* toto termin. præd. Triginta & unam libras, ad duos anni terminos, videl. ad Feſtum Annunciationis beatæ Mariæ, et Sancti Michaelis Arch. per equales portiones annuatim ſolvend. Prima ſolucione inde incipiente ad illum feſtum feſtorum prædictorum quod prox. poſt deceſſum cujuſdem *G. S.* milit. fore contigerit.

Et ſi contingat prædictum Reddit. Trigint. et unius librarum poſt deceſſum prædicti

prædicti H. S. aretrò fore in parte vel in toto poſt aliquod feſtum feſtorum prædictorum, quo ut preſentur ſolvi debeat, non ſolut. quod tunc bene licebit prædict. *R.* et *E.* et hered. ipſius *R.* in Manerium et Ten. præd. cum pertin. intrare et diſtringere, diſtrictioneſq; ſic ibidem capt. et habit. lic. abducere, aſportare, et ac penes ſe retinere, quouſq; de præd. Reddit. Triginr. & unius librarum cum arreragiis ejuſdem, ſi quæ fuerunt, plenarie fuit ſatisfact. & perſolut. conceſſerunt etiam prædicti *R.* et *E.* præfat. comiti manerium et tenementa cum pertin. ac predictum Redditum Triginta & unius librarum poſt deceſſum præfat. *G. S.* et ill. ei reddider. in eadem cur. habend. et tenend. eidem Comiti & hered. ſuis de capital. Dom. feodi illius per ſervitia prius inde debit. et quæ ad prædict. Maner. et Ten. cum pertin. pertinent, in perpetuum.

Recovery.

Elizabeth, Dei Gratia Angliæ, Franciæ & Hiberniæ, Regina, Fidei Defenſor, &c. Omnibus ad quos preſentes Literæ noſtræ pervenerint. Sciatis quod inter placita de placitis ter. irrotulat. apud Weſtm. coram *E. A.* Milite & ſociis ſuis Juſtic. noſtris de Banco Termino Sancti Michaelis, Annis Regni noſtri Viceſimo Nono & Triceſimo, Rot. lxxxxi. continer. ſic. Suſſex ſ. *W. E.* generoſus in propria perſona ſua petit verſus *F. H.* generoſum, *J. A.* Seniorem, & *I. A.* Juniorem, un. Meſſuag. Quadraginta acras terræ, Triginta & duas acras prati, Triginta acras paſturæ, & viginti et Sex acras boſci, cum pertin. in *N.* et *W.* ut jus & hereditatem ſuam, Et in quæ iidem *F. I.* et *I.* non habent ingreſſum niſi poſt diſſeiſ. quam *H. H.* inde injuſte, et ſine judicio fecit prefat. *W.* infra Triginta annos jam ultimos elapſos, &c. Et predicti *F. I.* et *I.* per *R. M.* Attorn. ſuum ven. Et alias voc. inde ad war. *T. B.* militem, qui modo per ſum. ei in Com. predicto factam per *I. C.* Attorn. ſuum ven. Et gratis tenementa predicta cum pertin. eis war. &c. Et ſuper hoc predictus *W.* pet. verſus *E.* tenen. per war. ſuam Tenementa Predicta cum pertin. in forma predicta, &c. Et unde dic. quod ipſemet fuit ſeiſit. de Ten. predictis cum pertin. Dominico ſuo ut de feodo & jure, tempore pacis, tempore Dominæ Reginæ nunc capiend. inde expleſſ. ad valentiam, &c. Et in quæ, &c. et inde produc. ſectam, &c. et prædictus *T.* tenens per war. ſuam defend. jus ſuum quando, &c. Et ulterius voc. inde ad war. *D. H.* qui preſens eſt hic in cur. in propria perſona ſua, et gratis Tenementa Prædicta cum pertin. ei war. &c. Et ſuper hoc prædictus *W.* pet. verſus ipſum *D.* tenend. per war. ſuam Tenementa Prædicta cum pertin. in forma prædicta, &c. et unde dic. quod ipſemet fuit ſeiſit. de Tenementis Prædictis cum pertin. in dominico ſuo, ut de feodo et jure, tempore pacis tempore Dominæ Reginæ nunc capiend. inde expleſſ. ad valenc. &c. Et in quæ, &c. et inde produc. ſectam, &c. et prædictus *D.* tenens per war. ſuam defend. jus ſuum quando, &c. et dic. quod prædictus *H.* non diſſeiſ. præfat. *W.* de tenentis prædictis cum pertin. prout idem *W.* per Breve & Narrationem ſua prædicta ſuperius ſuppon. Et de hoc pon. ſe ſuper Patriam. &c. et predictus *W.* pet. licenc. inde interloquendi et habet, &c. et poſtea idem *W.* reven. hic. in cur. iſto eodem Termino in propria perſona ſua. Et prædictus *D.* licet ſolempnit. exact. non reven. ſed in contemptum cur. receſſit & defalt. fac. Id. conſ. eſt quod prædictus *W.* recuperet ſeiſinam ſuam verſus præfat. *F. I.* et *I.* de Tenementis Prædictis cum pertin. et quod iidem *F. I.* et *I.* habeant deterr. prædicti *T.* ad valenc. &c. et

quod

quod idem T. ulterius habeat de Terr. prædicti D. ad valenc. &c. et idem B. in noſtra, &c. Et ſuper hoc prædictus W. per. breve Dominæ Reginæ Vic. Com. præd. dirigend. de habere faciend. ei plenariam ſeiſinam de Tenementis Prædictis cum pertin. et ei conceditur retornabile hic &c. poſtea ſcil. Viceſimo Octavo die Novembris, iſto eodem termino ven. hic in cur. prædictus W. in propria perſona, et vic. videl. N. P. Ar. modo mand. quod ipſe vicecom. brevis illius ſibi dir. Viceſimo Quarto die Novembris ultimo præterit. habet fecit præfat. W. plenariam ſeiſinam de Tenementis Predictis cum pertin. prout per Brevium illud ſibi præceptum fuit, &c. Quæ omnia & ſingula ad requiſitionem prædicti W. tenore præſentium duximus exemplificand. In cujus rei teſtimon. ſigillum noſtrum ad Brevium. in Banco præd. ſigilland. deputat. præſentibus ſupponi fecimus. T. E. A. apud Weſtm. xxviij. die Novemb. Anno Regni Noſtri xxx.

Bed. ſſ. *Pr.* C. D. *quod juſtè &c. Ten.* H. F. *Con. &c. de Manerio de M. cum M. cum pertin. Ac de duobus Meſſuagiis, duobus Cotagiis, duobus Gardinis, duobus Pomar. Ducentis et Quadraginta acris terræ, viginti acris prati, Quadraginta acris Paſturæ, unâ acrâ boſci, et decem ſolidat. reddit. cum pertin. in* T. B. *&c. Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædictus C. recogn. Manerium, Tenementa, & reddit. prædict. cum pertin. eſſe jus ipſius *H.* ut ill. quæ idem *H.* habet de dono prædicti *C.* et ill. remiſs. et quiet. clam. de ſe et hæred. ſuis præfat. *H.* et hæred. ſuis in perpetuum. Et præterea idem *G.* conceſs. pro ſe et hæred. ſuis quod ipſe warrant. Manerium, Tenementa, et reddit. prædict. cum pertin. præfat. *H.* et hæred. ſuis contra omnes homines in perpetuum. Et pro hac &c.

Hertf. ſſ. *Pr.* W. G. *et* E. *uxori ejus filiæ & hæred.* G. B. *defunct. quod juſtè &c. ten.* G. H. *Con. &c. de duobus acris terra, cum pertin. in* B. *Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædict. *W.* et *E.* recogn. Tenementa prædicta cum pertin. eſſe jus ipſius *G.* ut ill. quæ idem *G.* habet de dono prædictorum *W.* & *E.* Et illa remiſ. et quiet. clam. de ſe et hæred. ſuis præfat. *G.* et hæred. ſuis in perpetuum. Et præterea prædicti *W.* et *E.* conceſs. pro ſe et hæred. ipſius *E.* quod ipſi warrant. Tenementa prædicta cum pertin. præfat. *G.* et hered. ſuis contra ipſos *W.* et *E.* et hered. ipſius *E.* ac contra hered. prædicti *G. B.* in perpetuum. Et pro hac &c.

Oxon. ſſ. *Pr.* W. M. *Armigero, et* R. H. *quod juſtè &c. ten.* E. K. *quarto Con. &c. de unâ acrâ terræ, & quatuor acris prati, cum pertin. in* M. *Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *W.* et *R.* recogn. tenementa prædicta cum pertin. eſſe jus ipſius *E.* ut ill. quæ idem *E.* habet de dono prædictorum *W.* & *R.* Et illa remiſ. et quiet. clam. de ſe et hæred. ſuis præfat.

A. et hered. ſuis in perpetuum. Et præterea prædictus *W.* conceſs. pro ſe et hered. ſuis, quod ipſi warrant. Tenementa prædicta cum pertin. præfat. *E.* et hered. ſuis contra ipſum *W.* et hered. ſuos in perpetuum. Et inſuper predictus *A.* conceſs. pro ſe et hered. ſuis, quod ipſi warrant. tenementa predicta cum pertinen. præfat. *E.* et hered. ſuis contra ipſum *R.* et hered. ſuos ac contra omnes al. dam. per ipſum *R.* vel *R. H.* defunct. Avunculum ipſius *R.* ſeu eorum aliquem in perpetuum. Et pro hac &c.

Henſ. ſi. *Pr.* E. W. *generoſo, et* E. *uxori ejus, quod juſte &c. ten.* T. V. *Militi, et* G. *uxori ejus Con. &c. de Centum et Octoginta acris terræ, duabus acris prati, decem acris Paſturæ, et viginti acris boſci, cum pertin. in* B. *Et niſi &c.*

Teſt Concordia talis, ſcilicet, Quod pred. *Ed.* et *E.* recogn. tenementa prædicta cum pertin. eſſe jus ipſius *T.* ut ill. quæ idem *T.* et *G.* habent de Dono prædict. *Ed.* et *E.* Et ill. remiſ. et quiet. clam. de ſe et hered. ſuis prefat. *T.* et *G.* et hered. ipſius *T.* in perpetuum. Et preterea predicti *Ed.* et *E.* conceſs. pro ſe & hered. ipſius *Ed.* quod ipſi warran. tenementa prædicta cum pertin. contra ipſos *Ed.* et *E.* et hered. ipſius *Ed.* ac contra hered. *T. W.* generoſo defunct. in perpetuum. Et pro hac, &c.

Henſ. ſi. *Pr.* J. S. *Viduæ, quod juſte, &c. ten.* J. M. *et* J. C. *Con. &c. de medietate unius meſſuagii, et unius Gardini, cum pertin. in* B. *Et niſi,* &c.

Teſt Concordia talis, ſcil. Quod prædicta *J. S.* recogn. medietatem prædictam cum pertin. eſſe jus ipſius *J.* ut ill. quæ idem *J.* et *J. C.* habent de Dono prædictæ *J. S.* Et ill. remiſ. et quiet. clam. de ſe et hered. ſuis prefat. *J.* et *J. C.* et hered. ipſius J. in perpetuum. Et preterea prædicta *J. S.* conceſs. pro ſe et hered. ſuis, quod ipſi warrant. medietatem prædictam cum pertin. prefat. J. et J. C. et hered. ipſius J. contra ipſam J. S. et hered. ſuos in perpetuum. Et pro hac, &c.

Hunt. ſi. *Pr.* C. F. *generoſo quod juſte &c. ten.* J. F. *generoſo Con. &c. de Mænerio de* B. *cum pertin. ac de quindecim meſſuagijs, ſex toftis, uno molendino, duodecim gardinis, quingentis acris terræ, Centum et quinquaginta acris prati, mille acris paſturæ, quadraginta acris boſci, trecentis acris jampnor. et bruere, decem ſolidat. reddit. et communia paſturæ pro omnibus averiis, cum pertin. in* B. &c. *ac de medietate manerij de* V. *cum pertin. nec non de advocatione Eccleſiæ de* B. *Et niſi,* &c.

Teſt Concordia talis, ſcil. Quod infra nominat. *C.* recogn. infra ſcript. Manerium, Tenementa, Communiam Paſtur. et medietatem, cum pertin. ac advocationem præd. eſſe jus infra nominat. *J.* Et ill. remiſ. et quiet. clam. de ſe et hered. ſuis prædicto *J.* et hered. ſuis in perpetuum. Et præterea idem *C.* pro ſe et hered. ſuis quod ipſi warrant. prædicto *J.* et hered. ſuis prædicta ten. communiam Paſturæ, et medietatem, cum pertin. ac advocationem

tionem prædictam contra prædict. *C.* et heredes ſuos in perpetuum. Et pro hac &c.

Buck. ſſ. *Pr.* N. H. *Mil. et* B. *uxori ejus, quod juſtè &c. ten.* R. N. *Con. &c. de uno Meſſuagio, uno Gardino, uno Pomario, viginti et ſex acris terra, ſeptem acris prati, et ſex acris Paſturæ, cum pertin. in* W. *et* R. *Et niſi &c.*

ET eſt Concordia talis, ſcil. quod prædicti *N.* et *B.* recogn. Tenementa prædicta cum pertinen. eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de dono prædictorum *N.* et *B.* Et ill. remiſ. et quiet. clam. de ſe et hæred. ſuis præfat. *R.* et hered. ſuis in perpetuum. Et præterea prædicti *N.* & *B.* conceſſ. pro ſe et hered. ipſius *N.* quod ipſi warrant. Tenementa prædicta cum pertin. præfat. *R.* et hered. ſuis contra ipſos *N.* & *B.* et hered. ipſius *N.* ac contra *T. H.* Armigerum defunct. Patrem predicti *N.* et hered. ipſius *T.* ac contra *G. H.* Armigerum defunct. fratrem predicti *N.* et hered. ipſius *G.* ac contra *R. H.* Armigerum fratrem prædicti *N.* et hered. ipſius *R.* ac contra omnes alios clam. per prædictos *N. B. T. G.* et *R. H.* ſeu eorum aliquem in perpetuum. Et pro hac &c.

Bucks. ſſ. *Pr.* J. S. *et* M. *uxori ejus, et* R. S. *fratri prædicti* J. *et* A. *uxori ejus, quod juſtè &c. ten.* R. O. *Con. &c. de viginti et duabus acris terra, cum pertin. in* T. *Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *J.* et *M.* uxor ejus, et *R.* et *A.* uxor ejus, recogn. Tenementa prædicta cum pertin. eſſe jus ipſius *R.* ut ill. quæ idem *R.* habet de dono prædictorum *J.* & *M.* et *R.* & *A.* Et ill. remiſ. et quiet. clam. de ſe et hæred. ſuis præfat. *R.* et hæred. ſuis in perpetuum. Et præterea predicti *J.* et *M.* conceſſ. pro ſe et hæred. ipſius *J.* quod ipſi warrant. Tenementa prædicta cum pertin. prefat. *R.* et hered. ſuis contra ipſos *J.* et *M.* et hered. ipſius *J.* ac contra hered. *T. S.* defunct. Avum prædicti *J.* in perpetuum. Et inſuper predicti *R.* & *A.* conceſſ. pro ſe et hered. ipſius *R.* quod ipſi warrant. tenementa predicta cum pertinen. prefat. *R.* et hered. ſuis contra ipſos *R.* & *A.* et hered. ipſius *R.* ac contra hered. *T. S.* defunct. patris predicti *R.* in perpetuum. Et pro hac &c.

Bucks. ſſ. *Pr.* J. T. *Militi et* L. *uxori ejus, quod juſtè &c. ten.* T. D. *Con. &c. de Manerio de* H. *cum pertin. Ac de duobus Meſſuagiis, uno Molendino vertitico, uno Columbar. Centum et Quinquaginta acris terra, ſex acris prati, viginti acris Paſturæ, viginti acris boſci, Centum acris jampnorum et bruer, et Centum ſolidat. reddit. cum pertin. in* H. *&c. Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *J.* & *L.* recogn. Manerium, tenementa et reddit. prædict. cum pertin. eſſe jus ipſius *T.* ut ill. quæ idem *T.* habet de dono prædictorum *J.* & *L.* Et ill. remiſ. et quiet. clam. de ſe et hered. ſuis prefat. *T.* et hered. ſuis in perpetuum. Et preterea prædict. *J.* & *L.* conceſſ. pro ſe et hered. ipſius *J.* quod ipſi warrant. manerium, tenementa, et

[illegible] prædict. cum pertin. præfat. *T.* et hered. ſuis contra ipſos *I.* et *L.* et hered. ipſius *I.* in perpetuum. Et pro hac, &c.

Item ſi. *Pr.* R. W. *Militi* J. W. *Armigero*, H. W. *Armigero*, et T. W. *Armigero quod juſte &c. ten.* H. A. *in Medicinis Doctori*, T. P. *Militi*, et R. T. *Armigero, Com. &c. de Manerio de* B. *cum pertin. ac de decem et octo Meſſuagiis, ſex toftis, duobus Columbar. ſexdecim Gardinis, ſexdecim Pomariis, Quingentis acris terræ, Centum acris prati, quingentis acris Paſturæ, Centum acris boſci, quadraginta ſolidat. reddit. libera Warena, Viſ. Franc-Pleg. Catall. Waviat. & exthur. bonis et Catallis Felonum et fugitorum cum pertin. in* B. *&c. Et niſi, &c.*

Et ſi Concordia talis, ſcil. Quod prædicti *R. I. H. W.* & *T. W.* recogn. prædict. Manerium, Tenementa, reddit. liberam Warennam, Viſ. Franc-Pleg. Catalla, waviat. & exthur. et bona et catalla felon. & fugitorum cum pertin. eſſe jus ipſius *H. A.* ut ill. quæ idem *H. A. T. P. & R.* habent de dono prædictorum *I. H. W. et T. W.* Et ill. remiſ. et quiet. clam. de ſe et hæred. ſuis, prædictis *H. A. T. P.* et *R.* et hæred. ipſius *H. A.* in perpetuum. Et præterea prædictus *R.* conceſſ. pro ſe et hæred. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* et *R.* et hæred. ipſius *H. A.* prædict. Manerium, Tenementa, reddit. liberam Warennam, Viſ. Franc-Pleg. Catalla, Waviat. & exthur. et bona et catalla felon. fugitorum cum pertin. contra prædict. *R.* et hæred. ſuos in perpetuum. Et ulterius prædictus *J.* conceſſ. pro ſe & hered. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* et *R.* et hered. ipſius *H. A.* prædict. Manerium, Tenementa, Reddit. liberam Warrennam, Viſ. Franc-pleg. Catalla, Waviat. & exthur. et bona & catalla felon. & fugitorum cum pertin. contra prædictum *I.* et hered. ſuos in perpetuum. Et etiam prædictus *H. W.* conceſſ. pro ſe et hæred. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* et *R.* et hered. ipſius *H. A.* prædict. Manerium, tenementa, reddit. liberam Warennam, Viſ. Franc-pleg. Catalla, waviat. & exthur. et bona & catalla felon. et fugitorum cum pertin. contra prædict. *H. W.* et hæred. ſuos in perpetuum. Et etiam prædictus *T. W.* conceſſ. pro ſe et hered. ſuis, quod ipſi warrant. prædictis *H. A. T. P.* et hered. ipſius *H. A.* prædict. Manerium, Tenementa, Reddit. liberam Warennam, Viſ. Franc-Pleg. Catalla, Waviat. & Exthur. et bona et catalla felon. & fugitorum cum pertin. contra prædictum *T. W.* et hered. ſuos in perpetuum. Et pro hac &c.

Item ſi. *Pr.* R. V. *quod juſte &c. ten.* T. C. *Armigero*, J. C. *Armigero*, et A. C. *Armigero*, *Con. &c. de Manerio de* S. *cum pertin. ac de uno Meſſuagio, uno Gardino, duobus Pomariis, Triginti acris terræ, Viginti acris prati, et decem acris Boſci, cum pertin. in* S. *necnon de Rectoria de* S. *cum pertin. ac de Advocatione Vicariæ Eccleſiæ de* S. *Et niſi &c.*

Et ſi Concordia talis, ſcil. Quod prædictus *V.* recogn. Manerium, Tenementa, Rectoriam prædict. cum pertinen. ac advocationem prædict. eſſe jus ipſius *T.* ut ill. quæ idem *T. J.* & *A.* habent de dono prædicti *V.* Et ill. remiſ.

et

et quiet. clam. de ſe et hæred. ſuis præfat. *T. J.* & *A.* et hered. ipſius *T.* in perpetuum. Et præterea idem *V.* conceſſ. pro ſe et hered. ſuis, quod ipſi warrant. præfat. *T. J.* & *A.* et hered. ipſius *T.* Manerium, Tenementa, & Reditoriam, cum pertin. ac advocationem prædict. contra ipſum *V.* et hered. ſuos, ac contra hered. *H. S.* Militis defunct. Patris ipſius *V.* ac contra hered. *W. S.* Militis defunct. Avi ipſius *V.* in perpetuum. Et pro hac &c.

Wigor. ſſ. *Pr.* S.R. *generoſo & H. uxori ejus*, W.P. *et L. uxori ejus*, W.B. *et M. uxori ejus, et* J.H. *et E. uxori ejus, quod juſte, &c. ten.* W.R. *generoſo, et* R.G. *generoſo, Con. &c. de Manerio de G. cum pertin. ac de decem Meſſuagiis, ſexaginta acris terræ, octoginta acris prati, ſexaginta acris Paſturæ, viginti acris boſci, decem acris Jampnorum et bruere, et viginti ſolidat. reddit. nec non de omnibus & omnimod. decimis quibuſcunq; creſcen. provin. ſive venerin. de Manerio et Tenementis prædictis cum pertin. in* M. *et* C. *Et miſi &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *S.* et *H.* *W.P.* et *L.* *W.B.* et *M.* et *J.* & *T.* recogn. prædict. Manerium, Tenementa, Reddit. ac decimas predict. cum pertin. eſſe jus ipſius *W.R.* ut ill. quæ idem *W.R.* et *R.* habent de dono prædictorum *S.* & *H.* *W.P.* et *L.* *W.B.* & *M.* & *J.* & *E.* Et ill. remit. et quiet. clam. de ſe et hæred. ſuis predictis *W.R.* et *R.* et hered. ipſius *W.R.* in perpetuum. Et præterea predicti *S.* et *H.* conceſſ. pro ſe et hæred. ipſius *H.* quod ipſi warrant. prædictis *W.R.* et *R.* et hered. ipſius *W.R.* prædict. Manerium, Tenementa, reddit. ac decimas prædict. cum pertin. contra ipſos *S.* & *H.* et hered. ipſius *H.* in perpetuum. Et ulterius prædicti *W.P.* et *L.* conceſſ. pro ſe et hered. ipſius *L.* quod ipſi warrant. prædictis *W.R.* & *R.* et hered. ipſius *W.* predict. Manerium, Tenementa, Reddit. ac decimas prædict. cum pertinen. contra ipſos *W.P.* & *L.* et hered. ipſius in perpetuum. Et inſuper predicti *W.B.* et *M.* conceſſ. pro ſe et hered. ipſius *M.* quod ipſi warrant. prædictis *W.R.* et *R.* et hered. ipſius *W.R.* prædict. Manerium, Tenementa, Reddit. ac decimas prædict. cum pertin. contra ipſos *W.R.* & *M.* et hered. ipſius *M.* in perpetuum. Et ulterius prædicti *J.* & *E.* conceſſ. pro ſe & hered. ipſius *E.* quod ipſi warrant. prædictis *W.R.* & *R.* & hered. ipſius *W.R.* prædict. Manerium, Tenementa, Reddit. ac decimas prædict. cum pertin. contra ipſos *J.* & *E.* et hered. ipſius *E.* in perpetuum. Et pro hac &c.

Hertf. ſſ. *Pr.* R.B. *Militi*, G.W. R.G. *generoſo, et* T.G. *quod juſte &c. ten.* T.C. *Con. &c. de Manerio de* R. *cum pertin. ac de quatuor Meſſuagiis, tribus Cotagiis, duobus Molendinis aquaticis, ſexcentis acris terræ, Centum acris prati, ducentis acris Paſturæ, et quinq; ſolidat. reddit. cum pertin.* R. *et* N. *nec non de Advocatione Eccleſiæ de* R. *Et miſi &c.*

ET eſt concordia talis, ſcilicet, Quod prædicti *R, B, G, R, G,* & *T, G,* recogn. Maner. Ten. & Reddit. prædict. cum pertinen. ac Advocationem predictam, eſſe jus ipſius *T, C,* ut illa quæ idem *T.* habet de dono prædictorum *R, B, G, R, G,* & *T, G.* Et ill. remit. & quiet. clam. de ipſo *B, G, R, G,* & *T, G,* & hæred. ſuis predicto *T, C,* & hered. ſuis in perpetuum. Et præterea

preterea idem *R*, *B*, conceſſ. pro ſe & hered. ſuis, quod ipſi warran. predicto *T*, *C*, & hered. ſuis Manerium, Ten. & Reddit. predict. cum pertin. ac advocationem predictam contra predictum *R*, *B*, & hered. ſuos, et contra *T*, *B*, Armigerum fil. um & hered. apparen. dicti *R*, *B*, Militis, in perpetuum. Et ulterius idem *G*, conceſſ. pro ſe & hered. ſuis, quod ipſi warran. predicto *T*, *C*, et hered. ſuis Manerium, Ten. et Reddit. predict. cum pertin. ac advocationem predictam, contra predictum *G*, et hered. ſuos in perpetuum. Et inſuper idem *R*, *G*, conceſſ. pro ſe et hered. ſuis, quod ipſi warran. predicto *T*, *C*, et hered. ſuis Manerium, Ten. et Reddit. predict. cum pertin. ac advocationem predictam, contra predictum *R*, *G*, et hered. ſuos in perpetuum. Et etiam idem *T*, *G*, conceſſ. pro ſe et hered. ſuis, quod ipſi warran. predicto *T*, *C*, et hered. ſuis Manerium, Tenementa, et Reddit. predict. cum pertin. ac advocationem predictam, contra predictum *T*, *G*, et hered. ſuos in perpetuum. Et pro hac, &c.

Devon. ſſ. *Pr.* N, L, *Armigero, quod juſte &c. ten.* H, M, *Armigero et* J, P, *Con. &c. de triginta Meſſuagiis, decem Cellariis, decem Shopis, tribus molendinis, uno Columbar. viginti gardinis, viginti pomariis, octingentis acris terræ, Centum acris prati, treſcentis acris paſturæ, ſexaginta acris boſci, ducentis acris jampuorum et bruere, et duabus acris alneti, cum pertin. in* H, *&c. ac de ſerviciis et operibus quibuſcunque tenen. Manerio de* H, *ſpectan. et pertin. Et miſs, &c.*

ET eſt concordia talis, ſcil. Quod predictus *N*, recogn. tenementa et ſervicia, et opera tenen. cum pertin. eſſe jus ipſius *H*, ut ill. quæ idem *H* et *J*, habent de Dono predicti *N*. Et ill. remiſſ. & quiet. clam. de ſe & hered. ſuis predictis *H*, et *J*, et hered. ipſius *H*. in perpetuum. Et preterea idem *N*, conceſſ. pro ſe & hered. ſuis, Quod ipſi warran. predictis *H*, et *J*, et hered. ipſius *H*. predicta Tenementa, et Servicia, et opera, tenen. cum pertin. contra predictum *N*, et hered. ſuos in perpetuum. Et pro hac, &c.

Dorſ. ſſ. *Pr.* J, W, *quod juſte &c. ten.* J, S, *Generoſo Con. &c. de uno Meſſuagio, uno horreo, uno Gardino, uno Pomario, Quadraginta acris terræ, quatuor acris paſturæ, ac de Communia Paſturæ, pro Quatuor equis, duobus bobus, et Centum et Sexagint. ovibus, cum pertin. in* C, G. *Et miſs, &c.*

ET eſt Concordia talis, ſcilicet, Quod predictus *J*, *W*, recogn. predicta tenementa, et Communiam Paſturæ prædict. cum pertin. eſſe jus ipſius *J*, *S*, ut ill. quæ idem *J*, *S*, habet de Dono prædicti *J*, *W*. Et ill. remiſ. et quiet. clam. de ſe et hered. ſuis predicto *J*, *S*, et hered. ſuis in perpetuum. Et preterea prædictus *J*. *W*. conceſſ. pro ſe et hered. ſuis quod ipſi warrant. prædicto *J*, *S*, & hered. ſuis prædicta Tenementa & communiam Paſturæ prædict. cum pertin. contra omnes homines in perpetuum. Et pro hac &c.

Jacobus

JACOBUS Dei Gratia Angliæ, Scotiæ, Franciæ & Hiberniæ, Rex, Fidei Defensor, &c. Omnibus ad quos præsentes Literæ nostræ pervenerint, salutem. Inspeximus pedem cujusdam finis levat. in Com. *L.* tempore *Hen.* tertii, quondam Regis Angliæ progenitoris nostri, de Recordo in Thesaur. Recept. Scaccarii nostri, inter Abbatiam *Westm.* sub custod. thesaur. et Cameranionum nostrorum ibidem reman. cujus quidem Recordi tenor. inter. al. sequit. in hæc verba. Hæc est final. Concordia facta in Cur. Dom. Regis apud *L.* in Craſt. Assump. beatæ Mariæ, Anno regni Reg. *H.* filii Reg. *J.* 24. coram Roberto de Lexington, Rad. de Sulleg. Will. de Culeworth. Johan. de Nem. Roberto de Haya, et Warno Eng. Justic. Itinerantibus, et aliis Domini Regis fidelibus tunc ibi præsentibus, Inter Richardum Abbem de Croyland, & Sim. Priore de Spanding, quer. per Nicholaum de Moreburn et Richardum Cler. posit. loco ipsorum Abbis & Prioris, Ad lucrand. vel perdend. Et Will. de Albimaco per Arnald. de Bosco posit. loco suo ad lucrand. vel perdend. de hoc, quod idem Will. exigebat Communia in terr. ipsorum Abbis & Prioris in Croyland, Spanding, Pincebek, Langetoſt, & Baſton, disit. ipsi nullam communiam habent in terr. ipsius Will. in Offinton, Casewick, & Talinton, nec idem Will. servic. eis fac. quare prædictam Commun. habere debeat, & unde Recogn. magn Asseisiæ suum fuit, inter eos in eadem Cur. scilicet, quod prædicti Abbas & Prior. concess. pro se & Succeſſ. suis, quod prædictus Will. & hæred. sui habeant Commun. Pasturæ, ad omnimod. aver. sua de Offinton, Caſewik, & Talinton, in prædictis Maris. de Croyland, Spanding, Pincebek, Langetoſt, & Baſton, in perpetuum. Et pro hac concessione, fine, & concordia, idem Wilhelmus concess. pro se & hæred. suis, quod prædicti Abbas & Prior. & Succeſſ. sui faciant commodum & proficuum suum in prædictis Mariscis de Croyland, Spanding, Pincebek, Langetoſt, & Baſton; Ita quod possint in prædictis Mariscis fruſſire & turbam inde excolere, sine impedimento vel contradictione ipsius, Willhelmi vel hæred. suorum salva eidem Will. & hæred. suis communia sua in prædictis Mariscis, secundum quod prædict. est, in perpetuum. Quæ omnia & singula præmissa ad requisitionem dilecti & fidelis subditi nostri Rogeri Manuers Armiger. sub sigillo Scaccarii nostri duximus exemplificand. per præsentes. In cujus rei testimonium.

Devon. si. *Pr.* J. T. *Armigero, & M. uxori ejus* G. T. *generoso, filia & hæred. appar. prædicti* J. T. *quod juste &c. ten.* R. H. *generoso Com. &c. de Manerio de* K. *cum pertin. ac de quatuor Meſſuagiis, quatuor Toftis, quatuor Gardin. quatuor. Pomar. quadraginta acris terra, quindecim acris prati, quadraginta acris Paſture, Centum acris jampnorum & bruere, & decem & septem. ſolidat. & octo denarior. reddit. cum pertin. in* K. *Et unde &c.*

ET est concordia talis, scil. Quod prædicti *J. M. & G.* recogn. prædictum Maner. Ten. & Reddit. prædict. cum pertin. esse jus ipsius *R.* ut ill. quæ idem *R.* habet de Dono prædictorum *J. M. & G.* Et ill. remis. & quiet. clam. de ipsius *I. M.* & *G.* & hæred. ipsius *J.* præfat. *R.* et hæred. suis in perpetuum. Et

Et præterea idem *I.* & *G.* conceſſ. pro ſe et hered. ipſius *I.* quod ipſi warrant. Meſſuagium, Tenementa, & Reddit. prædict. cum pertin. præfat. *R. H.* et hered. ſuis contra ipſos *J.* et *G.* & hered. ipſius *I.* in perpetuum. Et pro hac &c.

Bucks. ſſ. *Pr.* J. B. *ſeniori &* K. *uxori ejus, &* J. B. *quod juſtè &c. ten.* S. M. *generoſo, Con. &c. de uno Meſſuagio, uno horreo, duabus acris terræ, quatuor decim. acris prati, & Quadraginta & duabus acris Paſturæ cum pertin. in* G. *ac de libera piſcaria in aquâ de* E. *Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *J.* & *K.* & *J.* recogn. prædict. Tenementa, & libetam piſcariam cum pertin. eſſe jus ipſius *S.* ut ill. quæ idem *S.* habet de dono prædictorum *J.* & *K.* & *J.* Et ill. remiſ. et quiet. clam. de ſe et hered. ſuis prædicto *S.* et hæred. ſuis in perpetuum. Et præterea idem *J.B.* et *K.* conceſſ. pro ſe et hæred. ipſius *J.* quod ipſi warrant. prædicto *S.* & hered. ſuis prædicta Ten. & liberam piſcariam, cum pertin. contra ipſos *J.B.* & *K.* et hered. ipſius *J.* in perpetuum. Et ulterius idem *J.B.* conceſſ. pro ſe et hæred. ſuis, quod ipſi warrant. prædicto *S.* et hæred. ſuis predict. Ten. & liberam piſcariam, cum pertin. contra prædict. *J.B.* et hæred. Et pro hac &c.

Warr. ſſ. *Pr.* T. H. *generoſo &* F. *Uxori ejus, quod juſte &c. ten.* J. H. *Armigero, &* A. B. *Armigero, Con. &c. de duobus Meſſuagiis, Octo Cottagiis, novem Gardinis, novem Pomariis, Centum acris terræ, Centum acris prati, ducentis acris Paſturæ, Centum acris boſci, Quinquaginta acris Jampnorum & bruer, & viginti acr. terræ, aqua cooperta, cum pertin. in* S. *Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædicti *T.* & *F.* recogn. prædicta Ten. cum pertin. eſſe jus ipſius *J.* ut ill. quæ idem *J.* & *A.* habent de dono prædict. *T.* & *F.* Et ill. remiſ. & quiet. clam. de ſe & hæred. ſuis præfat. *I.* & *A.* & hæred. ipſius *I.* in perpetuum. Et præterea idem *T.* & *F.* conceſſ. pro ſe & hæred. ipſius *T.* quod ipſi warrant. prædictis *I.* & *A.* & hæred. ipſius *I.* prædicta Tenementa cum pertin. contra ipſos *T.* & *F.* & hæred. ipſius *T.* in perpetuum. Et pro hac &c.

Dor. ſſ. *Pr.* H. M. *generoſo &* A. *Uxori ejus, quod juſte &c. ten.* T. H. *Armigero Con. &c. de uno Meſſuagio, uno Cottagio, quadraginta acris terræ, quadraginta acris prati, quadringentis acris Paſturæ, & decem acris jampnorum & bruer. cum pertin. in* B. *Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædict. *H.* & *A.* uxor ejus conceſſ. eidem *T. H.* Ten. prædict. cum pertin. & ill. eo reddidit &c. habend. & tenend. præfat. *T.* & Aſſign. ſuis à Feſto Sancti Joh. Baptiſtæ nunc ult. p æteritu. proximo novem annorum extunc prox. ſequen. et plenariæ complend. Reddend. inde annuat. præfat. *T.* & hæred. ſuis Annualem reddit. viginti librar. legalium monetæ Angliæ, ad Feſtum Sancti Michaelis Arch. Nat. Domini, Annunc. Beatæ Mariæ Virg. et Sancti Joh. Baptiſtæ, per equales portiones durant. termino prædic. ſolvend. Et prædict. *H. A.* conceſſ. pro ſe & hæred. ipſius *H.*

quod ipſi warrant. Ten. prædict. cum pertin. præfat. *T. H.* & Aſſign. ſuis warran. termino prædicto & ſubter reddit. prædictum contra ſeipſos & hæred. & Aſſign. ipſius *H.* Et pro hac &c.

Devon. ſſ. *Pr.* N. L. *Armigero quod juſte &c. ten.* H. M. *Armigero &* J. P. *Con. &c. de triginta Meſſuagiis, &c. cum pertin. in* H. *Et niſi &c.*

ET eſt concordia talis, ſcil. Quod prædict. *N. L.* conceſſ. eidem *R. W.* Ten. prædict. cum pertin. ac Advocationem præd. Et ill. eis reddidit, in eadem Cur. Habend. & Tenend. eiſdem *H. M.* & *J. P.* poſt mortem ſuperviventis præd. *H. M.* & *J. P.* ad finem termin. viginti unius Annor. tunc proxventur. & plenar. complend. & finend. Reddendo inde annuat. dicto *N. L.* & hæred. Maſcul. corporis ejus exeun. unum granum pipris, Ad feſtum Sancti Mic. Arch. tantum, toto term. præd. Et præd. *N. L.* & hæred. ſui warrant. Ten. præd. cum pertin. ac Advocationem præd. eiſdem *H. M.* & *J. P.* Sic ut præfertur, durante toto termin. præd. Et pro hac &c.

Ebor. ſſ. *Pr.* L. S. *prænobilis ordinis Garterii Militi, Duci* L. *quod juſte &c. ten. nobis Con. inter nos & præfat.* L. *facl. de Maner. de* T. *&* S. *cum pertin. ac de tribus Millibus Meſſuag. Quingentis boſcis, decem Molend. viginti Columbar. Mille Gardin. decem Millibus acrar. terræ, quinq; millibus acrar. prati, ſex Millibus acrar. Paſturæ, duobus Millibus acrar. boſci, decem Millibus acrar. jampnorum & bruere, decem librat. reddit. & redit. ſexaginta gallinar. cum pertin. in* T. *&c. Nec non de libera Piſcaria in aqua de* B. *infra prædict. Maner. de* S. *Nec non de Viſ. Franc-Pleg. & quæpd. ad Viſ. Franc-Pleg. cum pertin. in* T. *Et niſi &c.*

ET eſt concordia talis, ſcilicet, Quod prædict. *L.* recogn. predicta Man. Ten. reddit. liberam piſcar. liberam Warren. ac Viſ. Franc-Pleg. cum pertin. eſſe jus ipſius Domini Regis, ut. ill. quæ idem Dominus Rex habet de dono prædicti. *L.* Et ill. remiſ. et quiet. clam. de ſe & hæred. ſuis præfat. Domino Regi hæred. & Succeſſor. ſuis in perpetuum. Et pro hac recogn. remiſ. quiet. clam. ſine & Concordia idem Dominus Rex conceſſ. præfat. *L.* hæred. & Aſſign. ſuis præd. Maner. Ten. Reddit. liberam piſcar. liberam Warren. et Viſ. Franc-Pleg. prædict. cum pertin. Tenend. eod. de Domino Reg. hæred. & ſucceſſor. ſuis, ut de Maner. ſuo de *E.* in Com. ſuo *K.* in libero Socagio, per fidelitatem tantum pro omnibus Servitiis, exaction. & demand. Ac reddendo inde annuat. eidem Domino Regi, hæred. & ſucceſſor. ſuis, Octoginta & novem libr. tres ſolid. & unum quadrant. legalis monetæ Angliæ, ad Feſta Sancti Mich. Arch. & Annunc. beatæ Mariæ Virg. ad recept. Scaccarii ipſius Domini Regis, hæred. & Succeſſor. ſuor. ſuis ad manus Vic. Ballivor. vel receptor. præmiſſor. pro tempore exiſten. per equales portiones annuat. ſolvend. in perpetuum. Et præterea idem Dominus Rex. conceſſ. pro ſe, hæred. & ſucceſſor. ſuis, quod ipſi warrant. prædict. Man. Ten. Reddit. liberam piſcar. liberam Warren. & Viſ. Franc-Pleg. prædict. cum pertin. præfat. *L.* hæred. & Aſſign. ſuis contra ipſum Dom. Regem, hæred. & Succeſſores ſuos, in perpetuum.

Wigor.

Wigor. ſſ. *Pr.* W. C. *generoſo, quod juſtè &c. ten.* A. S. *generoſo Con. &c. de Manerio de* A. *cum pertin. ac de Quadraginta Meſſuag. viginti Cotag. viginti boſcis, duobus molendinis aquaticis, duobus Columbar. triginta Gardinis, viginti Pomar. Mille & Octingentis acris terræ, ſexcentis acris prati, duobus millibus acrar. Paſturæ, ſexcent. acris boſci, Mille & ſexcent. acr. jampnorum & bruere, tricentis acris Moræ & triginta ſolidat. reddit. cum pertin. in* A. *&* D. *Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædict. *W.* conceſſ. prædicto *A.* prædict. Maner. Ten. & Reddit. cum pertin. Et ill. ei reddidit &c. habend. & tenend. eid. *A.* à Feſto Annunc. Beatæ Mariæ Virg. ult. præter. usq; finem termini ſeptuaginta annor. extunc prox. ſequend. & plenariæ complend. Reddendo inde annuat. prædicto *W.* & hæred. ſuis, Quinq; libras legalis monetæ Angliæ, ad Feſt. Sancti Mich. Arch. annuat. ſolvend. toto termino prædicto. Et prædictus *W.* & hæred. ſui warrant. prædicto *A.* Maner. Ten. & Reddit. cum pertin. ſicut præd. eſt, contra omnes homines toto termino prædicto. Et pro hac &c.

Wigor. ſſ. *Pr.* W. C. *Armigero, quod juſtè &c. ten.* A. S. *Armigero, Con. &c. de Maner. de* S. *cum pertin. ac de Quadraginta Meſſuagiis, Viginti Cotagiis, viginti duobus molendinis aquaticis, duobus Columbar. Triginta Gardinis, Triginta Pomariis, Mille & Octingentis acris boſci, Mille & Quingentis acris jampnorum & bruere ducentis acris Moræ, & Triginta ſolidat. reddit. cum pertin. in* S. *&* A. *Et niſi &c.*

ET eſt Concordia talis, ſcil. Quod prædictus *W.* recogn. prædict. Maner. Ten. & Reddit. cum pertin. eſſe jus ipſius *A.* ut ill. quæ idem *A.* habet de dono predicti *W. C.* Et ill. remiſ. & quiet. clam. de ſe & hæred. ſuis, prædicto *A.* & hæred. ſuis in perpetuum. Et preterea prædict. *W.* conceſſ. pro ſe & hæred. ſuis, quod ipſi warrant. prædicto *A.* & hæred. ſuis prædict. Manerium, Tenementa, & Reddit. cum pertin. contra omnes homines in perpetuum. Et pro hac &c.

GRANTS.

A Grant of Lands in Exchange, Penned by Edmund Plowden, *Eſquire.*

THis Indenture, &c. Between *E. M.* &c. of the one part, and *J. P.* &c. on the other part, **Witneſſeth**, That the ſaid *E. M.* hath given and granted, and by theſe preſents, doth give and grant unto the ſaid *J. P.* one Croft or Cloſe of Freehold-Land, called or known by the name of *B.* &c. with all and every of their Appurtenances, ſcituate, lying and being in *W.* in the County of *B.* for and in exchange for all the Lands, Tenements, and Hereditaments of the ſaid *J. P.* called or known by the name of &c. in *W.* aforeſaid in the ſaid County of *B.* **To have and to hold** the ſaid Croft, or Cloſe, &c. to the ſaid *J. P.* his Heirs and Aſſigns for ever, for, and in exchange, of and for the ſaid Lands, Tenements, and Hereditaments called *W.* with the Appurtenances. **And** the ſaid *E. M.* doth Covenant &c. to free it from Incumbrances; **And** the ſaid *J. P.* hath likewiſe on his part given and granted, and by theſe preſents, doth fully, freely, and abſolutely give and grant unto the ſaid *E. M.* his Heirs and Aſſigns, all thoſe Lands, Tenements, and Hereditaments aforeſaid, with the Appurtenances commonly called or known by the name of *W.* ſcituate lying and being in *W.* aforeſaid in the ſaid County of *B.* **To have and to hold** the ſaid Lands, Tenements, Hereditaments &c. to the ſaid *E. M.* his Heirs and Aſſigns for ever, for and in exchange of and for the ſaid Croft or Cloſe of Land called *B.* &c.

A Covenant that it is free from Incumbrances, &c.

A Grant of a Freehold Eſtate in Land for term of life.

THis Indenture made, &c. Between *M. L.* and *J.* his wife, late the wife of *T. D.* of the one part, and *J. F.* of the other part; **Whereas** *A. J.* natural Mother of the ſaid *M.* by Indenture *Tripartite*, &c. for and in conſideration of a Marriage then to be had between the ſaid *M.* and *J.* and towards the accompliſhment of certain Bonds, Promiſes, Covenants, and Agreements made upon conſideration of the ſaid Marriage, and for divers other conſiderations, as in the ſaid Indenture **Tripartite** is expreſſed, hath Covenanted and [illegible]tanted, to and with *R. S.* and *W. F.* their Heirs, Executors, and Aſſigns, That ſhe the ſaid *A.* and all perſons that then were ſeiſed &c. ſhould ſtand and be

be of the ſame Meſſuages, Tenements and Premiſſes, with their Appurtenances ſeiſed, to the uſe of the ſaid *A.* for and during her natural life; and after her decaſe, to the uſe of the ſaid *M.* and *J.* his Wife, for and during the natural lives of the ſaid *M.* and *J.* and of the longer liver of them; and afterwards to ſuch further uſes as the ſaid Indenture **Tripartite** are declared. **Now** the ſaid *M.* and *J.* his wife, for and in conſideration of the Sum of 100 l. of &c. whereof &c. have given, granted, aliened, bargained and ſold, and by theſe preſents &c. to the ſaid *J. F.* and his Aſſigns, all the ſaid 2. Meſſuages, &c. and all other the Premiſſes, and the ſaid Indenture **Tripartite**, and all the Eſtate, Right, Title, Intereſt and Demand whatſoever which they the ſaid *M. L.* and *J.* his wife, or either of them, have or hath, or ought to have, to, of, and in the ſaid 2. Meſſuages and Tenements, and all other the Premiſſes, with the Appurtenances, or any part or parcel thereof, **To have and to hold** the ſame 2. Meſſuages and Tenements with the Appurtenances, and all and ſingular other the Premiſſes to the ſaid *J. F.* and his Aſſigns, immediatly from the day of the date of theſe preſents, by and during all the terms of the natural lives of the ſaid *M.* and *J.* his wife, and of the life of the longer liver of them. **And** the ſaid *M.* for himſelf and for the ſaid *J.* his wife, his Executors, and Adminiſtrators, doth covenant &c. that the ſaid 2. Meſſuages and other the Premiſſes, are, and from henceforth during the lives of the ſaid *M.* and *J.* and the life of the longer liver of them, ſhall abide and continue to the ſaid *J. F.* and his Aſſigns clear and free diſcharged and acquitted of, and from all and every former Grants, Charges and Incumbrances whatſoever before the enſealing, knowledging and ſtroling of theſe preſents, made, done or agreed unto, or to be had &c. by the ſaid *M.* and *J.* or either of them. **In witneſſe**, &c.

In this *Habendum*, the word (*Heirs*) is good to be uſed, and warrantable by a Caſe 24 H. 8. in *Brook*, Title, *Forfeiture of Lands*, 87.

See *Dyer*, 321. *Part* 22. Grant by Fine by Tenant for life of his Eſtate.

A Grant to retain two Beneſices.

To all Chriſtian People, to whom this preſent Writing ſhall come to be ſeen or read, *T. B.* Knight, Lord *B.* ſendeth Greeting, in our Lord God everlaſting. **Whereas** by the Act and Statute made at the Parliament holden at *W.* in the 21 year of the Reign of our late Soveraign Lord King *H.* the 8th: It was Enacted and provided, amongſt other things, That the Chancellor of *England* for the time being, and every Baron and Knight of the Garter may have and retain in his Service, 3. Chaplains, whereof every one ſhall or may purchaſe Licence or Diſpenſation, and retain, have and keep two Parſonages or Beneſices with Cure of Souls. **Know yee** therefore, That I the ſaid Lord *B.* being one of the Barons of this Realm of *England*, do Notifie, Declare, and by this my preſent Writing do give knowledg, That *R. R.* Clerk is my retained Chaplain and Houſhold-Servant; By reaſon whereof, the ſame *R.* may receive, keep and take the Priviledg, Commodity and Advantage of the ſaid Statute, in every point according to the true meaning of the ſame Act, Proviſo, or Statute, by any Baron by the ſame provided, given, ordained or declared. **In Witneſſe** &c.

The Grant of a Reverſion.

THis Indenture made, &c. between *J. B.* &c. of the one part, and *J. N.* of the other part. Whereas the ſaid *J. B.* by his Indenture bearing date the 1. day of *A.* laſt paſt, for the conſiderations in the ſame Indenture expreſſed, did grant, bargain, and ſell to *C. W.* &c. all thoſe parcels of Land in *B.* aforeſaid &c. and the Reverſion and Reverſions, Remainder and Remainders, Rents and Services, of all and every his Meſſuages, Lands, Tenements, and Hereditaments before mentioned, To have and to hold the Meſſuages, Lands, Tenements, and Hereditaments, and other the Premiſſes, unto the ſaid *C. W.* his Executors, Adminiſtrators, and Aſſigns, from the Enſealing and Delivery of the ſaid recited Indenture, until the 1. day of *M.* now next following. Now this Indenture witneſſeth, That the ſaid *J. B.* for and in conſideration of a Marriage already had and ſolemnized between him the ſaid *J. B.* and *M.* his now Wife, and for a competent Joynture to be made and provided for the ſaid *M.* doth by theſe Preſents give and grant to the ſaid *J. N.* the Reverſion of all and every the ſaid Meſſuages, Lands, Tenements, and Hereditaments, with their, and every their Appurtenances, ſo granted, bargained, and ſold, in, or by the ſaid recited Indenture, to the ſaid *C. W.* To have and to hold the ſaid Reverſion of the ſaid Meſſuages, Lands, Tenements, and Hereditaments, unto the ſaid *J. N.* and his Heirs, to the onely uſes, intents, and purpoſes, herein after particularly following, That is to ſay, of, for, and concerning all and every the ſaid Meſſuages, Lands, Tenements, and Hereditaments in *B.* aforeſaid, to the uſe and behoof of *J. B.* and *M.* his Wife, for and during their natural lives, and the life of the longeſt liver of them, for the Joynture of the ſaid *M.* and from and after their deceaſe, then to the uſe and behoof of the Heirs of the ſaid *J. B.* which he ſhall beget on the body of the ſaid *M.* And for want of ſuch Iſſue, to the uſe and behoof of the right Heirs of the ſaid *J.* for ever; and of, for, and concerning the ſaid Meſſuages and Tenements in *C.* aforeſaid, to the uſe and behoof of the ſaid *J. B.* and *M.* for the Joynture of the ſaid *M.* and after their deceaſe, to the uſe of the right Heirs of the ſaid *J. B.* for ever. And the ſaid *J. B.* for himſelf, his Heirs, Executors, and Adminiſtrators, and for every of them, doth by theſe Preſents covenant and grant to and with the ſaid *J. N.* his Heirs, Executors, Adminiſtrators, and every of them, that if ſhe the ſaid *M.* ſhall happen to ſurvive him the ſaid *J. B.* that then ſhe the ſaid *M.* and her Aſſigns, ſhall, or lawfully may, for and during all the term of her natural life, have, hold, and quietly and peaceably enjoy the ſaid Meſſuages, Lands, Tenements, and Hereditaments, aforeſaid, and every of them, with their and every of their Appurtenances, according to the effect and true meaning of theſe Preſents, without any lawful let, trouble, moleſtation, charges, or eviction, of, or by any perſon or perſons, any thing therein having or lawfully claiming by, from, or under the ſaid *J. B.* the ſeveral Leaſes now in being to any the ſaid Tenants, of any part of the ſaid Premiſſes, not exceeding the term of 21 years onely excepted. In witneſs, &c.

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The Indorſement upon this Deed.

MEMORANDUM, *That the recited Deed within mentioned, made from the within named* J. B. *to the within named* C. W. *was this preſent* 6th *day of* A. 1659. *Sealed and delivered by the ſaid* J. B. *as his Deed. And afterwards the ſaid* C. W. *did enter into every ſeveral parcel of the Meſſuages and Lands within written, and did take full and peaceable poſſeſſion thereof, which being done. Theſe Preſents were ſealed and delivered by the ſaid* J. B. *to the ſaid* J. N. *And the ſaid* C. W. *did return to the ſaid Grantee, by delivery of one penny to the ſaid* J. N. *Witneſs of all the Premiſſes.*

A Grant of a Clarkſhip of a Court.

THE Earl of *D.* Lord St. and St. Lord of *Man* &c. To all to whom theſe Preſents ſhall come, ſendeth greeting in our Lord God everlaſting. Know ye, That I the ſaid Earl, for divers conſiderations me thereunto moving, and ſpecially for and in regard of the good and faithful ſervice heretofore to me done, and hereafter to be done to me and my Heirs, by my Servant *J. D.* Gent. Have given and granted, and by theſe preſents do give and grant unto my ſaid Servant, the Office, Room, and Place of Clark, of all and ſingular his Majeſties Courts, Hallimotes, Leets, Wapentakes, Hundred, Swanimots, and all other his Majeſties Courts whatſoever, within the Hundred and Foreſt of *M.* in the ſaid County of *C.* Together with the Fees and Allowances thereunto belonging, in as large, ample, and beneficial manner, as *R. H.* now Clark, there holdeth or enjoyeth the ſame. To have, hold, exerciſe, and enjoy the ſaid Office, Room, and Place of Clark of the ſaid Courts, Halimots, Leets, Wapentakes, Hundreds, Swanimotes, and other Courts whatſoever, within the ſaid Hundred and Foreſt of *M.* aforeſaid, unto my ſaid Servant and his Aſſigns, to be kept by his ſufficient Deputy or Deputies, to be named by the ſaid *J. D.* by and with the conſent of me the ſaid Earl, or my Heirs: Together with the ſaid Fees and Allowances, immediately from and after the expiration and forfeiture, or making void, by any lawful way or means, of one grant thereof, heretofore made by the ſaid *R. H.* for a certain Term yet induring, unto the end of the Term of 21 years from thence next following, and fully to be compleat and ended, if he the ſaid *J. D.* ſo long ſhall live. Willing and commanding as well all and every my Deputy-Stewards; as alſo all Bayliffs, and other Officers, Tenants, Reſiants, and Inhabitants, within the ſaid Hundred of *M.* and every of them, to be aiding and aſſiſting unto my ſaid Servant, and his ſufficient Deputy or Deputies, (to be allowed as aforeſaid) in the due execution of the ſaid Office, as to them and every of them (in reſpect of my ſervice) ſhall appertain. Always provided, That if it fortune the ſaid *J. D.* to dye before ſuch time, as he or his Deputy, be by any lawful manner of means admitted to the Exerciſe of the ſaid Office. Then I the ſaid Earl, do covenant, promiſe, and grant, for me, my Heirs, Executors, and Adminiſtrators, by theſe Preſents, to and with the ſaid *J. D.* his Executors and Adminiſtrators, and every

of them, to pay, or cause to be paid unto the Executor or Administrator of the said *J.* the Sum of 10 *l.* of lawful *English* money, within one year next after the death of the said *J.* And this shall as well be a sufficient Warrant and Discharge to all and singular my Bayliffs, and other Officers, within the said Hundred and Forest; as also to every my Auditor and Auditors for the time being, for payment and allowance of the said Fees and Allowances, from time to time, during the said Term, to my said Servant, or his sufficient Deputy as aforesaid. Given under my Hand and Seal, &c.

A Grant of a Leet, Park, and free Warren.

HEnry the 8. by the Grace of God of *England* and *France* King, and Lord of *Ireland*; To all to whom these our present Letters shall come, Greeting. Know ye, That We of Our Special Grace, and of our certain knowledge and meer motion, Have given and granted, and by these Presents do give and grant for us, and our Heirs, unto our well-beloved in Christ *R. A.* Esq; Leet or view of *Franck-Pledge*, within the Town of *M.* in and through his whole Lordship and Mannor of *M.* in the County of *L.* of all his Tenants, their Heirs and Assigns there being, and of all Resiants and Inhabitants which now are, or hereafter shall be, within the said Lordship, Mannor, and Town aforesaid, with Courts of View, and *Franck-Pledge* there yearly to be holden. We do also grant unto the said *R. A.* his Heirs and Assigns, all and singular Fines and Amerciaments, and also all other things, which to such Leet or view of *Franck-Pledge* do belong, or may or ought to belong by any means within the Mannor and Town aforesaid; To have, receive, and exercise the Leet, view of *Franck-Pledge*, and Court aforesaid, and all other the Premisses whatsoever, to the said *R.* his Heirs and Assigns, without any Accompt or Rent, or any other thing to Us, Our Heirs, or Successours, to be yielded, paid, or made, besides one Red-Rose onely to be paid unto Us, Our Heirs or Successors, at the Feast of St. *J.* We will also, that the said *R.* or his Heirs, by pretext of the Occupation or use of the Leet aforesaid, or other the Premisses, by Us, or Our Heirs or Successours, or by any of our Justices, Sheriffs, Escheators, Bayliffs, or other our Ministers whatsoever, be not prosecuted in any of the Courts of Us, or our Heirs; nor troubled, molested, or vexed; nor that any Minister of Us, or our Heirs, into the Lordship or Mannor aforesaid, for the Premisses, or any of them for us, our Heirs or Successors, in any wise do meddle. And moreover, of our greater Special Grace, We do by these Presents give and grant for us and our heirs, to the said *R. A.* that he and his heirs for ever, have the liberty of one Park for Wild-Beasts, and also free Warren in all his Demesne Lands, of, and within his Mannor or Lordship of *M.* aforesaid, with all Liberties, which to such liberty of Park and Warren do belong or appertain. To have, enjoy, and exercise the said liberty of Park and Warren, to the said *R. A.* and his Assigns, in all his Demesne Lands aforesaid. Provided also, That the same Lands be not within the Bonds of our Forest; So that no man may enter into those Lands to hunt in them, or to take any thing in them which

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ons Park or Warren, do belong, without the Licence and good will of the ſaid *R.* and his Heirs, under the pain of forfeiting to us 10 *l.* Wherefore we will and Command for us and our Heirs, that he and his Heirs have free Warren in all his Demeſne Lands aforeſaid. **Provided nevertheleſs**, that the ſame Lands be not within the bounds of our ſaid Forreſt, as is aforeſaid. So that no man may enter into the ſaid Lands to hunt in them, or to take any thing which to a Warren belongeth without the leave and good will of the ſaid *R.* and his Heirs, under the forfeiture of 10 *l.* to us as is aforeſaid. For that there is no expreſs mention of the true yearly value, or any certainty of the Premiſſes, or any of them, or of any Grant or Grants heretofore to the ſaid *R.* by us, or by any of our Progenitors, appeareth to be made. Or any Statute, Act, Ordinance, or Proviſion, to the contrary publiſhed, made or provided, or any other Cauſe or matter to the contrary notwithſtanding. **In Witneſs whereof**, We have cauſed theſe our Letters to be made Patents. Witneſs our ſelf at *L.* the 10th day of *M.* in the 15th year of our Raign.

A Grant of a Steward-ſhip.

TO all to whom theſe Preſents ſhall come, *I.* Lord Marqueſs *W.* and *C.* Lord *Stafford* his Son and Heir apparant, ſend Greeting. **Know ye**, that the ſaid Lord *M.* and *C.* Lord *Saint John.* In conſideration of the good and acceptable ſervice already done and performed, and hereafter to be done and performed to them, and either of them, and for divers other good Cauſes and Conſiderations, them thereunto eſpecially moving. Have for them, their Heirs and Aſſigns, and the Heirs and Aſſigns of the Survivor of them. Given and granted unto *D. W.* of *L.* Genr. the Office of Chief Steward, and the place and execution of Chief Steward ſhip of all and ſingular the Lordſhips, Manors, Lands, Tenements and Hereditaments of them the ſaid *J.* Lord *M. W.* and *C.* Lord *Saint J.* or either of them within the Realm of *England*, and Dominion of *Wales*, whereof they, or either of them are now ſeiſed, or hereafter ſhall be ſeized. Or whereof any perſon or perſons whatſoever are now ſeized, or ſhall hereafter be ſeized for the uſe and truſt for them, or any of them, their, or either of their Heirs, Executors, or Aſſigns of any Eſtate whatſoever. And the holding and keeping of all Courts, Courts-Leet, views of *Frank-Pledge*, and of all other Courts of what kind ſoever the ſame be, now belonging or appertaining to them the ſaid Lord *M. W.* and *C.* Lord *Saint J.* or either of them, or which hereafter ſhall belong to them, or either of them, as being ſeized thereof, or to them or either of them, upon any uſe, or by reaſon of any Truſt of any Eſtate ſetled in any other perſon or perſons for their uſe, or in truſt for them, or either of them. And which have been accuſtomed, or uſed to be holden and kept within all and every, or any of the Lordſhips, Manors, Lands, Tenements and Hereditaments of the ſaid *J.* Lord *M. W.* and *C.* Lo. *Saint J.* or either of them which they now have, or ſhall hereafter at any time have, or which any other perſon or perſons now have, or ſhall have in truſt for them, or either of them, their, or either of their Heirs, Executors or Aſſigns, within the Realm of *England*, or Dominion of *Wales*, or either of them, in ſuch

ſuch ſort, manner and form, and at ſuch place and places, and at ſuch days and time, at ſuch Courts, or any of them, have heretofore been uſually kept and holden. And alſo the ſaid *J.* Lo. *M. W.* and *C.* Lo. *Saint J.* do further by theſe Preſents for them, and either of them, and their Heirs, conſtitute, ordain and depute the ſaid *D. W.* to be Solicitor for them and every of them, with full and abſolute power hereby given to the ſaid *D. W.* for them, and in their, and every of their names and ſteads to ſolicite, proſecute and follow, all and all manner of Actions, Suits, Troubles, and Affairs whatſoever, whether in Law or equity which now do, or in any ſort whatſoever hereafter ſhall or may concern the ſaid *J.* Lo. *M. W.* and *C.* Lo. *Saint J.* or either of them, for or by reaſon of any Lordſhips, Mannors, Lands, Tenements and Hereditaments of them, or either of them within the Realm of *England*, or Dominion of *Wales*, wherein they, or either of them are poſſeſſed or ſeized, or any perſon or perſons for them: Or any other cauſe whatſoever, as well in all, and every ſuch Action or Actions, Suit or Suits, of, or in any kind whatſoever, either in Law or equity, as ſhall be brought by the ſaid Lo. *M. W.* and *C.* Lo. *Saint J.* or either of them, againſt any perſon or perſons whatſoever; as alſo in all Actions and Suits of any kind, to be brought againſt them or either of them, in any Court or Courts of Juſtice, and before any Judge or Judges, for any cauſe whatſoever, for his reaſonable Salary and allowance in that behalf. To have, hold, occupy, exerciſe and enjoy the aforeſaid Office of chief Steward, the place and function of the chief Stewardſhip, over-ſight and government in that behalf, of all and ſingular, the Lordſhips, Mannors, Lands, Tenements and Hereditaments of the ſaid *J.* Lo. *M. W.* and *C.* Lo. *Saint J.* or either of them, which they or either of them, or any other perſon or perſons whatſoever, now have, or hereafter ſhall have in Truſt, or to the uſe of them or either of them, their or either of their Heirs, or for any other Eſtate whatſoever, and the holding and keeping of all, and all manner of Courts uſually held and kept within the ſame: Together, with all, and all manner of Fees, Wages, Rewards, Profits, advantages and emoluments to the ſaid Office of chief Steward, or chief Stewardſhip of all the Lordſhips, Mannors, Lands, Tenements and Hereditaments of them the ſaid *J.* Lo. *M.* of *W.* and *C.* Lo. St. *J.* or either of them, which they now have, or which any other perſon or perſons now have, or hereafter ſhall have for them, or either of them, belonging, or in any wiſe appertaining, or at any time heretofore accuſtomed and uſed to be paid, rendred or received, to, or by the chief Steward, or Stewards there for the time being, for, or by reaſon of the ſaid Office or Steward-ſhip, or being chief Steward of the ſame.

Of the Clark-ſhip of the Peace, by a Cuſtos Rotulorum.

TO all to whom this preſent Writing ſhall come, *A. E.* of *N.* Lo. of the Honours of *C.* and *P.* Lo. *P. L. P. F. P. B.* and *L.* Knight of the moſt Noble Order of the Garter, and *Cuſtos Rotulor.* of the County of *N.* ſendeth Greeting. Know ye, that I the ſaid *E.* relying upon the faithfulneſs, diligence and circumſpection of *S. L.* of &c. in the County of *N.* Gent. in and about the Execution of the Office of the Clarkſhip or Clark of the Peace of the ſaid

ſaid County of *N.* And alſo, for divers other good Cauſes and Conſiderations thereunto eſpecially moving, have aſſigned, given, granted and appointed, and by this my preſent writing, have confirmed to the ſaid *S. L.* the Office of Clarkſhip, or Clark of the Peace of the ſaid County of *N.* and him the ſaid *S. L.* Clark of the ſaid Office of Clarkſhip, or Clark of the Peace of the County aforeſaid, from time to time, ſo long as he ſhall behave himſelf well in the ſaid Office, I do make, ordain and conſtitute in theſe Preſents, To have, enjoy, execute and occupy the ſaid Office of Clarkſhip, or Clark of the Peace of the ſaid County, by himſelf, or his ſufficient Deputy, or Deputies, ſo long as he ſhall behave himſelf well therein, with all and ſingular Fees, Preheminences, Allowances, Profits, Emoluments and Commodities whatſoever, to the ſaid Office, any way belonging or appertaining, in as full and ample manner and form, as any other heretofore, executing and having the ſaid Office of Clarkſhip, or Clark of the Peace, had, enjoyed, received, or ought to have, enjoy, or receive, for the execution of the ſaid Office. In Witneſſe whereof, *&c.*

Of an Extent.

This Indenture made, *&c.* between *J. D.* of the Town of *S.* in the County of *S.* Gent. and *W. D.* of, *&c.* Witneſſeth, that whereas *E. S.* by the name of *E. S.* Eſq; the firſt day of *M.* in the year, *&c.* by one Recognizance taken, knowledged, and ſealed before Sir *R. K.* Kt. Lord Chief Juſtice of *England*, according to the form of the Statute for recovery of Debts in that caſe provided, ſtandeth bounden to the ſaid *A. B.* in the Sum of 400 *l.* of lawful *Engliſh* money, payable at the Feaſt of *N.* then next following, as by the ſaid Recognizance more at large it doth and may appear. And whereas alſo, The ſaid *I. D.* hath extended, and to him delivered in Execution the Mannor of *N.* with the Appurtenances, in the County of *M.* at the yearly Rent for the non-payment of the ſaid Sum of 400 *l.* Now the ſaid *I. D.* for divers good cauſes and conſiderations, him thereunto eſpecially moving, hath granted, aſſigned, and ſet over, and by theſe Preſents doth grant, aſſign, and ſet over unto the ſaid *W. D.* his Executors, *&c.* all his Eſtate, Right, Title, Intereſt, and Demand, which he hath, by reaſon of the ſaid *Extent and Liberate*, of, in, and to the ſaid Mannor of *N.* with the Appurtenances, and of and in every part and parcel thereof; and of, in, and to all and ſingular Meſſuages, Lands, Tenements, Meadows, Leazows, Paſtures, Rents, Reverſions, and Hereditaments, with the Appurtenances, ſo extended and delivered in Execution as aforeſaid. And the ſaid *I. D.* for him, *&c.* doth covenant, *&c.* to and with the ſaid *W. D.* his Heirs, *&c.* by theſe Preſents, in manner and form following, That is to ſay, That neither the ſaid *I. D.* nor his Executors, *&c.* at any time hereafter, ſhall do any Act or Acts, Thing or Things, whereby the ſaid Extent, or the Eſtate, Title, or Intereſt of the ſaid *W. D.* his Executors, *&c.* by reaſon of the ſaid *Extent*, may be in any wiſe hurt, impeached, diſcharged, undon, or made void. And further, That he the ſaid *I. D.* his Heirs, *&c.* ſhall and will, at the reaſonable Requeſt, Coſts, and Charges, in the Law, of the ſaid *W. D.* do, ſuffer to be done, made, and knowledged, all and every ſuch further and

reaſonable

reasonable Act and Acts, Thing and Things, Deviſe and Deviſes, in the Law, for the further aſſurance, ſurety and ſure-making and conveying of the Premiſes, for and during the Term of the ſaid Extent and Execution unto the ſaid *W. D.* as by the Learned Councel of the ſaid *W. D.* ſhall be reaſonably deviſed or adviſed. In Witneſſe, &c.

Of the next Avoydance of a Parſonage.

TO all to whom this preſent Writing ſhall come, *A. B.* Doctor in Divinity ſendeth greeting. Whereas our Soveraign Lord King *C.* by his Grace's Letters Patents under &c. bearing date at &c. did give and grant for him and his Heirs and Succeſſors unto me the ſaid *A. B.* the firſt and next Advowſon, Donation, Collation, Preſentation and free diſpoſition of the Pariſh Church of *H.* in the County of *S.* and the right of Patronage thereof, To have and to hold the ſaid firſt and next Advowſon, Donation, Collation and free diſpoſition to me the ſaid *A. B.* and my Aſſigns, for the only and next vacation thereof, ſo that it might be lawful for me the ſaid *A. B.* and my Aſſigns, by vertue of the ſaid Guift and Grant of the ſaid King, any fit perſon to the ſaid Church to the Dioceſan thereof, or any other competent Judge in that behalf, to preſent, ſo ſoon as the ſaid Church as aforeſaid by death, Reſignation, Privation, Ceſſion, or by any other way ſhall happen to be void, and all and ſingular things which ſhall be neceſſary to do and accompliſh, as fully and freely and intirely, as the ſaid King himſelf might have done if his Majeſties ſaid Grant had not been made unto me, as by the ſaid Letters Patents more at large it doth and may appear. Now know ye, That I the ſaid *A. B.* for divers good Cauſes and Conſiderations me thereunto ſpecially moving, have given, granted and aſſigned unto *C. D.* the ſaid Letters Patents, and the next Advowſon, Donation, Collation, Preſentation and free diſpoſition of the Pariſh Church aforeſaid to the ſaid *C. D.* and his Aſſigns, for the next Avoidance and next Advowſon of the ſame only, ſo that it ſhall be lawful to and for the ſaid *C. D.* and his Aſſigns, as well by the authority of the ſaid Letters Patents, as by force and vertue of theſe preſents, any fit perſon to the ſaid Church to the Dioceſan of the ſame, or any other competent Judge in that behalf, to preſent, when the ſame Church as is aforeſaid by Death, Reſignation, Privation, Ceſſion, or by any other means ſhall happen to be void, and all and ſingular things which ſhall be neceſſary to be done in and about the Premiſſes, to do and accompliſh as fully, free and entirely as I my ſelf might have done, if this preſent Grant had not been made. In Witneſſe, &c.

A Grant of the Rent and Reversion of a House, during the Grantees life, with Condition, That if the Lease in esse determine before the Grantees death, that then the Grantor may let the Premisses, reserving so much Rent to the Grantee, during his life.

TO all to whom these presents shall come, *H.* Earl of *R.* greeting in our Lord God everlasting; Whereas *J.* the said Earl, have demised, granted, and letten to Ferme to *M. C. &c.* all that Tenement scituate in *L. &c.* To Have and to Hold to the same *M.* for the term of certain years yet to come, for the yearly Rent of 20 l. as by an Indenture in that behalf made unto the said *M. C.* at large may appear: Know ye, that *J.* the said Earl, as well in consideration of the good and faithful Service done to Me and my Ancestors by one *J. B.* my Servant, as in consideration that the same *J.* at the ensealing of these presents, hath released, surrendred, and yielded up to me the said Earl an yearly Rent or Annuity of 20 l. by me payable during his life: I the said Earl have given and granted, and by these presents, do fully and cleerly give and grant unto the said *J. B.* the Reversion and Rent of the said Mansion-house, and all and singular the Premisses, with the Appurtenances, demised and letten to the said *M. C.* as aforesaid, To have, hold, and enjoy the aforesaid Reversion and Rent, and all and singular the said Premisses, with the Appurtenances to the said *J.* and his Assigns, to the proper use of the said *J.* and his Assigns, for, and during all the natural life of the said *J*: And further, know ye, that I the said Earl, and my Heirs, do, and shall warrant and defend the said Reversion and Rent, and other the Premisses, with the Appurtenances to the said *J.* and his Assigns, against me the said Earl and mine Heirs, during the natural life of the said *J. B*: Provided always, that if it shall fortune the said *J. B.* to be alive after the full end and term of years aforesaid, granted to the said *M.* of the said Mansion-house, that then it shall be lawfull to the said Earl, his Heirs and Assigns, to let and demise the same Mansion-house, with the Appurtenances, for term of years, at the liberty of the said Earl and his Heirs, saving and reserving always the yearly Rent of 20 l. to the said *J.* and his Assigns, to be paid by the hands of the Tenant or Tenants there from time to time, during the natural life of the said *J.* In witnesse, &c.

An Indenture for an Apprentice to Occupy a Stock of his own, and to serve his Master in his Apprenticeship.

THis Indenture made, &c. between *R. J.* on the one part, and *M. A.* of *L.* Mer. now Apprentice of the said *R.* on the other part: Witnesseth, That the said *R.* for the Deligence, Faith, and true Service, which the said *M.* intendeth to do to his said Master, during the full time of his Apprenticeship, now for the time to come hath, and by these presents, giveth free Licence and Liberty unto the said *M.* That the said *M.* and his Assigns, at all times during

ring the time of his Apprenticehood, at his free will and pleasure, as well on this side of the Sea, as in the parts of beyond the Sea, shall Occupy, Merchandize, and imploy a stock or sum of 300 l. with all the Increase, Gains or Advantage, that shall fortune to grow, come, rise, and increase by reason of the Profit, and Advantage of the said *M*: And the said *M.* covenanteth, &c. That the same *M.* during the Term of his Apprenticehood, shall not procure, make, assign, nor constitute any person or persons to be his Factor, Attorney or Assigns, on this side of the Sea, or in the parts of beyond the Seas; but only such a person or persons being Apprentice of the said *R.* or his Master shall name and assign for the said Stock. And the said *M.* Covenanteth, &c. That he the same *M.* or his Assigns, during the term of his Apprenticehood shall not bestow, merchandize, barter, nor retorn the said stock or sum of 300 l. nor increase of the same, nor any part nor parcel thereof, in, nor for any other Ware and Merchandize; but only in and for such Wares and Merchandize as hereafter shall be rehearsed: That is to say, first in Peppar, Fustians, &c. *Provided always*, and it is further agreed between the said Parties, by these presents, That at such time, and when, as he the same *M.* or his Assigns, do not bestow, imploy, barter, nor retorn his said Stock of, &c. with the Increase and Gains thereof, in such Wares as is above expressed; That then it shall be lawful unto the said *M.* and his Assigns from time to time to deliver the said Stock, &c. and the Increase and Gains thereof exchange to any person or persons, without any lett or contradiction to the said *R.* his Master, or Assigns. Moreover, the said *M.* covenanteth, &c. That the said *M.* at no time, during the time of his Apprenticehood, shall charge nor bind the same *R.* his Master, or his Assigns, by any Obligation, or other Surety to any person or persons, for any manner of Debts, Duties or Cause; but only such Debts, Duties as do concern only the business of the said *R*; and that the same *M.* during the said full term of his Apprenticehood now for to come, shall truly serve the said *R.* his Master; in all his Commandments to be faithful and honest, as well on this side of the Sea, as in the parts beyond the Sea, without fraud or delay. And also, at no time during the said term, shall use nor play at any Game or Games of the Dice, nor the Cards, privately nor openly with any person or persons, for any sum or sums of money. And that the same *M.* during his said term, shall not commonly nor continually use, nor have the company of any lewde or evil disposed Woman or Women of lewd conversation, nor find and expend upon her nor them any sum or sums of money, in, and for their daily finding of Meat, Drink, Cloathing, Bedding, nor otherwise. And to all and every the Covenants, &c. In wituesse, &c.

An Office for a Receiver of Rents.

TO all Christian People, to whom these present Writing shall come, I Sir *H. C.* of, &c. send greeting: Know ye, That I the said Sir *H. C.* for, and in consideration of the good and faithful Service which *J. A.* my Servant hath heretofore done unto me the said Sir *H. C.* and for divers other good Causes and Considerations, me at this present, specially moving, have given

given, granted and confirmed, and by these presents, for me, mine Heirs and Assigns, and every of us, do give, grant, and confirm unto the said *J. A.* the Office of Receiver of all the Rents and Profits whatsoever, from time to time, coming and growing of all my Mannors, Lands, Tenements and Hereditaments whatsoever, with all and singular the Appurtenances in the County of *K.* and all Profits, Commodities and Advantages whatsoever, to the Office of a Receiver belonging, or in any wise appertaining, And I the said Sir *H. C.* for me, mine Heirs and Assigns, do by these presents Ordain, Make, and Constitute the said *J. A.* Receiver for me the said Sir *H. C.* mine Heirs and Assigns, of all and singular the said Mannors, and other the Premisses, To have, hold, exercise, and enjoy the said Office of Receiver of the Premisses unto the said *J. A.* by himself, or his sufficient Deputy or Deputies: And all such Profits, Commodities and Advantages to the Office of a Receiver doth or ought in any wise to belong or appertain, from henceforth during all the natural life of the said *J. A.* And also, that I the said Sir *H. C.* in consideration of the Premisses, for me, mine Heirs and Assigns, do give and grant unto the *J. A.* one yearly Rent, Fee and Annuity of 30 l. *per annum* of, &c. going out, and yearly to be received out of, and in all the Mannors of *S.* and *N.* with all and singular the Appurtenances in the Isle of *S.* in the said County of *K.* and out of, and in all the Lands, Tenements and Hereditaments whatsoever, with their Appurtenances to the same Mannors of *S.* and *N.* or either of them, in any wise belonging or appertaining. To have, levy, receive, take and enjoy the said Rent, Annuity, and yearly Fee of 30 l. of, &c. unto the said *J. A.* or his Assigns, from henceforth yearly, during all the naturall life of the same *J. A.* at two Feasts or Terms in the year, that is to say, at the Feasts of, &c. by eaven portions, of, and out of the yearly Issues, Revenues and Profits of the said Mannors of the said *S.* and *N.* and other the Premisses thereunto belonging, as well in and by his own hands, and in his own hands to be detain'd and kept, as by the hands of the Tenants, Farmers, Bailiffs, Collectors, Receivers, or Occupiers of the Premisses, or any part thereof for the time being. And I the said Sir *H. C.* for me, mine Heirs and Assigns, do by these presents, Covenant, Promise, and Grant, to, and with the said *J. A. &c.* That if, or as often as it shall fortune the said Rent, Annuity, or yearly Fee, of 30 l. or any part thereof to be behind and unpaid, at any time or times during the said Term, in part, or in all, after any of the said Feasts, at which the same ought to be paid, by the space of 30 days then next, that then, and so often it shall and may be lawful unto the said *J. A.* and his Assigns, in all the said Mannors of, &c. and other the Premisses thereunto belonging, with the Appurtenances, and into every part or parcel thereof, to enter and distrain, and the Distress or Distresses there taken, to lead, drive, carry away, and detain until the said Rent, Annuity, or yearly Fee of 30 l. with the Arrearages thereof (if any such be) together with his and their Costs, and Charges, and Expences (in that behalf to be sustained) be fully satisfied and paid unto the said *J. A.* or his Assigns. And I the said Sir *H. C.* for me, mine Heirs and Assigns, have put the said *J. A.* in full Possession, and Seisure of the said Rent, Annuity, or yearly Fee of 30 l. in form aforesaid, by the payment of a piece of money called a 64, which I have given and delivered, and paid unto him at the ensealing

hereof,

hereof, in name of poſſeſſion and ſeizure thereof, as in part of payment of the ſaid yearly Annuity or Fee. And further, I the ſaid Sir *H. C.* for me, mine Heirs and Aſſigns, do will and command all and ſingular the Officers, Tenants, Farmers and Occupiers of the Premiſſes, and every part thereof, of me the ſaid Sir *H. C.* mine Heirs and Aſſigns for the time being, not only to be aiding and aſſiſting unto the ſaid *J. A.* and his ſufficient Deputy or Deputies for the time being, for the better executing of the ſaid Office, and every part thereof, But alſo to permit and ſuffer him and them, and every of them, quietly to uſe, occupy, and exerciſe the ſaid Office, and the whole benefit of the ſame with effect, without any their Lets, Diſturbances, or Contradictions in that behalf. And furthermore know ye, That I the ſaid Sir *H. C.* for me, mine Heirs, Executors and Adminiſtrators, and every of us, do Covenant and Grant by theſe preſents, to, and with the ſaid *J. A.* and his Aſſigns, That he the ſaid *J. A.* from time to time, during the natural life of the ſaid *J. A.* for, and in conſideration aforeſaid, quietly and peaceably ſhall have and enjoy the foreſaid Annuity, yearly Rent, and Fee of 30 l. without any lawful Lett or Impediment of any perſon or perſons whatſoever. In witneſſe, &c. *Dat. &c.*

A Grant of a Swanherdſhip.

TO all Chriſtian People to whom this preſent Writing ſhall come, I *H. C.* Knight, Lord Chan. ſendeth Greeting in our Lord God everlaſting. Know ye, That I the ſaid L. C. for, and in conſideration of the good, faithful, and acceptable Service, which *W. S.* my Servant hath done unto me, and for divers other cauſes, &c. have given, granted and confirmed, and by theſe preſents, for me, mine Heirs and Aſſigns, do give, grant, and confirm unto the ſaid *W. S.* the Office of Swanherdſhip, and the Overſeer of all my freſh Waters and Game of Swans in the Iſle of *S.* in the County of *R.* or elſe-where in the ſame County: And all Profits, Commodities, and Advantages whatſoever, to the Office of a Swanherd, and Overſeer of all my ſaid Game of Swans, and of all my ſaid freſh Waters in the ſaid County of *K.* appertaineth; To have and to hold, exerciſe and enjoy the ſaid Office of Swanherd, and Overſeer of the Premiſſes, unto the ſaid *W. S.* by himſelf, or his ſufficient Deputy or Deputies & all ſuch Profits, Commodities and Advantages, as to the ſaid Office, do or ought in any wiſe to belong or appertain, from henceforth, during the will and pleaſure of me the ſaid *H. C.* mine Heirs and Aſſigns. And I the ſaid *H. C.* in conſideration of the Premiſſes, for me, mine Heirs and Aſſigns, do give and grant unto the ſaid *W. S.* one yearly Rent, Fee and Annuity of 20 s. of, &c. To have, perceive, receive, take and enjoy the ſaid Rent, Annuity, or yearly Fee of 20 s. of, &c. unto the ſaid *W. S.* and his Aſſigns from henceforth, during the will and pleaſure of the ſaid *H. C.* at two Terms, or Feaſts of, &c. by even portions, by the hands of the Tenants, Bailiffs, Collectors, Receiver, or Occupiers of the Premiſſes, or any part thereof, for the time being. In witneſſe, &c. *Dat. &c.*

Of

Of an Advowſon from a Common Perſon.

TO all, to whom theſe Preſents ſhall come, *A. B.* the true and undoubted Patron of the Rectory of the Pariſh Church of *D.* in the County of *S.* and Dioceſs of *C.* and *L.* Greeting in our Lord God everlaſting. Know ye, That I the ſaid *A. B.* have given, granted, and by this my preſent Writing have confirmed unto *C. D.* of &c. Eſq. the firſt and next Advowſon, Nomination, Preſentation and free diſpoſition of the foreſaid Rectory of the Pariſh Church of *D.* with all the Members and Appurtenances whatſoever, willing, and by this my preſent Writing, Granting, that it ſhall and may be lawful to, and for the ſaid *C. D.* his Executors and Adminiſtrators to the ſaid Church, with all Rights and Appurtenances whatſoever, whenſoever, and howſoever, by Death, Reſignation, Deprivation, Ceſſion, Permutation, Diſmiſſion, or any other way the ſame Church firſt and next ſhall happen to be void, any honeſt and learned Clerk to preſent, and all other things which to the ſaid Charge or Office belonging to do and fulfill for the firſt and next avoidance only as fully &c. as I my ſelf might do, &c.

Of a Manumiſſion.

TO all to whom theſe Preſents ſhall come, &c. *T. L.* Lord of the Manor of *D.* ſendeth Greeting. Whereas *A. B.* otherwiſe called *A. B.* our Native Son of *C. B.* otherwiſe called *C. B.* our Native belonging or appendant to our Manor of *D.* in the County of *E.* was begotten in Villenage, and for ſuch a one, and as ſuch a one was commonly called, held, had and reputed openly, publikely and privately. Know ye, That I the ſaid *T. H.* for divers good and lawful cauſes me thereunto moving for me and my Heirs for ever have manumitted, releaſed, and from the yoak of Servitude and Villenage diſcharged, and by theſe my Letters Patents do manumit, free, and diſcharge the ſaid *A. B.* with all his Sequels begotten or to be begotten, with all his Goods and Chattels, Lands and Tenements by him already bought, or hereafter to be bought whatſoever. Know ye alſo, That I the ſaid *T. H.* to have Remiſed, Releaſed, and for me my Heirs, &c. hath quit claimed, and by this my preſent Writing do remit, releaſe, and quit claim unto the ſaid *A. B.* and his Heirs, and all his Sequels, all and all manner of Actions real and perſonal, Suits, Quarrels, Services, Challenges, Treſpaſſes, Debts and Demands whatſoever, which againſt the ſaid *A. B.* or any of the heirs of his Sequels or any of them, I have or had, or which I or my Heirs hereafter might have by reaſon of the Servitude and Villenage aforeſaid, or for any other cauſe whatſoever, from the beginning of the World untill the day of the making of theſe preſents; ſo that neither I the ſaid *T. L.* nor my Heirs, nor any other by or for us, or in our names, any action, right, title, claim, intereſt or demand of Villenage or Servitude by the Kings Writ, or by any other means whatſoever againſt the ſaid *A. B.* or his Sequels begotten or to be begot-

ten, or against the Goods, Chattels, Lands and Tenements purchased or hereafter to be purchased, from henceforth may exact, claim or challenge, at any time hereafter, but that we be wholly and for ever thereof barred by these Presents. And, I the said *T. L.* and my Heirs, the said *A. B.* with all his Sequels begotten or to be begotten Free-men against all men will warrant for ever by these presents. In Witnesse, &c.

Of the Office of a Receivor and Surveyor.

TO all to whom, &c. *E.* Earl of *D.* sendeth Greeting, Know ye, That I the said Earl have given and granted, and by these presents, do give and grant unto *A. B.* Gent. the Office of Receiver of all the Rents, Issues, Profits, Sums of Money arising, growing, renewing, or coming out of all my Manors, Lands and Tenements whatsoever in the County of *B.* And also, the Office of Surveyor, of all and singular my foresaid Manors, Lands, Tenements and Hereditaments whatsoever. And him the said *A. B.* Receiver and Surveyor of the Manors, Lands, Tenements, and Hereditaments aforesaid, have ordained and appointed, and by these presents do ordain and appoint, To have and to hold the said Offices of Receiver and Surveyor in as ample manner and form, as any other or others the aforesaid Offices, or either of them have at any time heretofore have used and had the same. Know ye also, That I the said Earl, Have given and granted unto the said *A. B.* for the execution and performance of the said Offices an Annual or yearly Rent of 20 l. To have, take, receive and levy, for term of his natural life by his own hands out of the Rents, Issues and Profits of the said Manors, Lands, &c. at the Feast of &c. by equal portions: And if it happen the said Annual Rent of 20 l. to be behind and unpaid— Then as in other distresses.

Of a Keeper of a Park.

KNow all men, &c. That I *A. B.* Kt. Lord of the Manor of *D.* have given, and by these presents have granted to my faithful Servant *C. D.* the custody or Office of Keeper of my Park of *E.* in the County of *S.* and have made and appointed him my Parker of my Park aforesaid; To have and to hold the said Custody or Office, by himself or his sufficient Deputy (for whom he will be answerable unto me) during the natural life of the said *C.* with the wages of 4 d. for every day yearly during his life; to be taken by the hands of the Receiver, Bayliff or Farmer of my Lordship, or Manor of *E.* aforesaid for the time being yearly, during the life of the said *C.* out of the Rents and Profits of the said Manor, with the Appurtenances: At the Feasts, &c. by even and equal portions. And one Robe, such as my Servants have at the Feast of N. when I or my Heirs shall be pleased to give such Liveries. And if it shall happen, &c. To distrain, and the distresses so taken lawful to carry away lead or drive, and the same with him to retain, untill of the wages aforesaid, and arrearages thereof (if any be) be fully satisfied and paid. Wherefore I do will, and command the Receivers, Bayliffs, Farmers, and other Occupiers of my said Manor, &c.

of *E.* both now and hereafter to be, That out of the Rents, Iſſues, Profits and Profits of my foreſaid Mannor, with the Appurtenances, that he or they pay or cauſe to be paid to the ſaid *C.D.* or his Aſſigns, the wages aforeſaid of 4 *d.* for every day at the Feaſts aforeſaid, by equal portions from year to year, and Term to Term, during the life of the ſaid *C.* Know ye alſo, That I have moreover given, and by theſe preſents, have granted unto the ſaid *C.* Paſture for one horſe and 5. Kine within the Park aforeſaid, during the life aforeſaid, to be depaſtured: To have to the ſaid *C.* during his life with free ingreſſe and egreſſe and regreſſe, to drive the ſame in and out of the ſaid Park without any contradiction whatſoever. So as nevertheleſs the ſaid *C.D.* by himſelf or his ſufficient Deputy do well and faithfully keep and exerciſe the ſaid Office, for whoſe doings he will anſwer. In Witneſſe, &c.

Of an Auditor-ſhip.

TO all to whom theſe Preſents ſhall come, *H.* Earl of *D.* ſendeth Greeting: Know ye, That I the ſaid Earl, Have made, ordained, conſtituted and appointed *A. B.* Gent. my Auditor, to hear and determine, all and ſingular the Accompts of all my Receivers and Bayliffs, Farmers, and other my Officers and Miniſters of all and every my Mannors, Lordſhips, Lands and Tenements to me accomptable within the Kingdom of *England*, and to do and execute all and every thing which the nature of Accompts doth exact and require. To have, hold, execute, and occupy the Office aforeſaid for term of his life by himſelf or his ſufficient Deputy for his yearly Fee of 10 l. and for Paper, &c. for writing the Rolls of accompt 13 s. 4 d. to be taken out of the Iſſues, Profits, and Revenues of my Mannors, Lordſhips, Lands and Tenements aforeſaid by the hands of my Bayliffs, and Farmers for the time being. And I do alſo grant by theſe preſents unto the ſaid *A.B.* or his Deputy, who in the exerciſing of the ſaid Office, ſhall be imployed in going, riding, or returning for every day 12 d. and for every Servant of the ſaid *A.* or his Deputy 12 d. requiring and commanding all my Officers and Miniſters, &c. — *Ut ſupra.*

Of a Bayliwick.

TO all to whom this preſent Writing ſhall come, *A.B.* of *C.* in the County of *D.* ſendeth Greeting. Know ye, That I the ſaid *A.* in the fidelity, Circumſpection and due diligence of my beloved Servant *G.H.* to me and my poſterity hereafter to be done and performed, very much relying and confiding, have made, ordained, and by this my preſent Writing conſtituted the ſaid *G.H.* of the Town, Mannor, or Lordſhip of *R.* in the County of *L.* and Collector and Receivor of all and ſingular my Rents, Fines, Amerciaments and Profits of Court-Leets, or Views of *Frank-Pledg* there; And of all other Profits by reaſon of the ſaid Courts-Leet, or View of *Frank-Pledge*, any way ariſing, emergent or coming. To have, hold, exerciſe and occupy the ſaid Office to the ſaid *G.* by himſelf ſo long as he ſhall well behave himſelf towards me, and ſhall a true and juſt accompt of his Receipts make unto me and the

ſame ſhall well and truly pay and ſatisfie. Taking of me for his yearly wages 5 l. at the Feaſts, &c. by equall portions by mine own hands after his account and full payment at every half year, and the gifts, rewards, and emoluments to the ſame Office due and accuſtomed. Requiring, &c.—*Ut ſupra.*

Of a Ward within age.

TO all, &c. *T. E.* of *A.* ſendeth Greeting. Know ye, That I the ſaid Earl, for and in conſideration of a certain Sum of money to me by *R. H.* Genr. before-hand paid; Have given, and by theſe Preſents have granted to the ſaid *R.* the cuſtody of *W. B.* Son and Heir of *T. W.* now deceaſed, and of all his Lands, Tenements and Hereditaments, which of right ought to come into my hands, by reaſon of the minority of the ſaid *W.* after the death of the ſaid *T.* who held of me at the day of his death by Knights-Service: To have and to hold the cuſtody aforeſaid, and the marriage of the ſaid *W.* to the ſaid *R. H.* and his Aſſigns, untill the ſaid *W.* ſhall attain to the full age of 21 years, and ſo long as it ſhall happen the ſame be or ought to be in my hands hands. And if it ſhall happen the ſaid *W.* to die before he ſhall accompliſh the age of 21 years, his Heir being within age. Then, know ye, That I the ſaid Earl for the conſideration aforeſaid, Have given, and by theſe Preſents have granted unto the ſaid *R.* the cuſtody of the ſame heir, and of his Lands, Tenements, and Hereditaments aforeſaid, together with the Marriage of the ſame heir, and ſo from heir to heir, untill one of them ſhall attain to the age of 21. years. Given under my hand, &c.

Of an Advowſon of a Parſonage in Fee.

THe King, &c. Know ye, That we of our ſpecial Grace and meer motion, Have given, and by theſe Preſents have granted unto our beloved Subject *T. T.* the Advowſon, Donation, free Diſpoſition and Right of Patronage and Preſentation of and to the Rectory and Pariſh Church of *D.* in the County of *S.* To have and to hold the ſaid Advowſon, Donation, free diſpoſition and right of Patronage unto the ſaid *T. T.* his Heirs and Aſſigns for ever. In Witneſſe, &c.

Of a Donation of a Free Chappell.

TO all, &c. *A. B.* of &c. Greeting: Whereas the free Chappell of *K.* in the Dioceſs of *L.* is known to be void, and of right doth belong to my gift. Know ye me the ſaid *A. B.* the ſaid Chappell with all its Rights and Appurtenances whatſoever to have given and granted to my welbeloved in Chriſt *C. D.* Clerk, an honeſt and learned man. And by vertue of theſe preſents, the ſaid *C.* in bodily poſſeſſion of the ſaid Chappell have inducted. In Witneſſe, &c.

Of

Of an Annuity given to a Servant for promoting in Marriage.

TO all, &c. *A. B.* of *C.* in the County of *D.* Esq; sendeth greeting. Whereas there is a great hope of Marriage between *I. S.* my Servant, and one *E. G.* Know ye, That I the said *A. B.* being willing to augment the Commodity and Profit of my said Servant, in respect of his diligence in his service well and faithfully performed; That he may be the better enabled to live, have given, granted, and by these Presents have confirmed to the said *I. S.* and *E.* an Annuity or yearly Rent of &c. issuing out of the Mannor of *D.* in the County of *D.* &c. To have and hold, and enjoy unto the said *I. S.* and *E.* and the longer liver of them, and their Assigns, for and during the natural life of me the said *A. B.* at the Feasts, &c. and if it shall happen, &c. (*ut alibi.*) Provided always, That if the said Marriage shall not succeed or be consummated, or if the said *I. S.* and *E.* by me, or by my means, shall any way be preferred, or either of them, shall obtain any Annuity or Annual Rent, Lands, Tenements, or Hereditaments, or any certainty of livelyhood, To have and to hold, during my life, of the yearly value of 10 *l.* or more; That then, and from henceforth these present Writings shall be void and of none effect, any thing therein contained to the contrary in any wise notwithstanding. In witness, &c.

Of a Chief Rent, Homage, and Service.

KNow all men, &c. That I *A. B.* of &c. Have given and granted, and by this my present Writing have confirmed unto *C. D.* of &c. that all my Rent of 30 *s.* homage and free services, issuing out of one Tenement, and 4 Yard-Land of *J. S.* in *D.* in the said County, with all and every the Appurtenances; which Tenement and 4 Yard-Land, were heretofore the Lands of *J. N.* To have, hold, receive, and take the said 30 *s.* Rent, Homage, and Services to the said *C. D.* his Heirs and Assigns for ever: Paying, doing, and yielding in the same manner and form as the said *I. S.* and his Ancestors, to me and my Ancestors, were accustomed to pay, do, and yield. And, if it shall happen the said yearly Rent of 30 *s.* &c. to behind, &c. That then it shall be lawful to and for the said *C. D.* his Heirs and Assigns, into the aforesaid, &c. to enter, &c. In witness, &c.

Of an Annuity for Councell, not to be charged upon the Person of the Grantor.

TO all to whom &c. *A. B.* of *C.* in the County of *D.* sends greeting. Know ye, That I the said *A.* have given and granted, and by this my present Deed, have confirmed unto *E. F.* Gent. for his Councel already given, and hereafter to be given, an Annuity or Annual Rent of 5 *l.* issuing out of

all my Lands, Tenements, and Hereditaments in *S.* in the ſaid County of *D.* To have and to hold to the ſaid *E. F.* for and during the Term of his natural life. Provided always, That this my preſent Writing, nor any thing therein ſpecified, ſhall any way extend to charge my perſon by Writ of Annuity, or any other way whatſoever, but onely to charge my ſaid Lands and Tenements aforeſaid, with the Annual Rent aforeſaid. In witneſs, &c.

Of an Annuity to the uſe of a Woman, to begin after the death of the Grantor.

TO all to whom, &c. *A.B.* of &c. Yeo. ſendeth greeting. Know ye, That I the ſaid *A.* have given and granted, and by theſe Preſents to give and grant unto *C.D.* and *E.F.* an Annuity or Annual Rent of 10 *l.* iſſuing out of all my Meſſuage and Tenement, and Lands thereto belonging, with the Appurtenances in *S.* aforeſaid, To have and to hold, to the ſaid *C: D:* and *E: F:* and their Aſſigns, for and during the term of the natural life of *R: S:* to the uſe of the ſaid *R.S.* whom I do purpoſe by the Grace of God, to take to Wife, to be paid at the Feaſts of, &c. by equal Portions; the firſt term of payment thereof to begin at ſuch of the ſaid Feaſts, as ſhall next happen after the death of me the ſaid *A,B,* and not before; and if it happen the ſaid yearly Rent, &c. In witneſs, &c.

Of a Reverſion.

TO all to whom, &c. *A,B,* of &c. greeting: Whereas *T, B,* my Father, hath and holdeth for term of his life, a certain Tenement, with the Appurtenances in *G,* called or known by the name of *H,* the Reverſion whereof to me and my Heirs belongeth; Know ye, That I the ſaid *A,* have given, and by this my preſent Writing, have confirmed unto *I, N,* the Reverſion of the aforeſaid Tenement, with the Appurtenances, when it ſhall happen, after the deceaſe of my ſaid Father, To have and to hold the ſaid Reverſion, with the Appurtenances, when it ſhall happen, to the ſaid *I, N,* his Heirs and Aſſigns for ever. In witneſs, &c.

Of an Annuity with Condition, that the Wife ſhall claim no Dower.

TO all to whom, &c. *A,B,* of *C,* in the County of *D,* Gent. ſendeth greeting; Know ye, That I the ſaid *A, B,* have given and granted, and by this my preſent Writing have confirmed unto *T, G,* and *H, I,* one Annuity or Annual Rent of 20 *l.* iſſuing out of all and every thoſe my Meſſuages, Lands, Tenements, and Hereditaments in *C,* aforeſaid, in the County aforeſaid, with their and every of their Appurtenances, To have and to hold to the ſaid *T, G,* and *H, I,* and their Aſſigns, for and during the term of the natural life of *E, B,* my Wife, to be paid at the Feaſt of &c. by equal portions, the firſt day or term of the payment thereof, to begin at ſuch of the ſaid Feaſts, as ſhall firſt and next happen after the death of me the ſaid *A,* To have and receive the ſaid Annuity or Annual Rent of 20 *l.* at the Feaſts aforeſaid, in form aforeſaid, to

to be paid to the said *T*, *G*, and *H*, *I*, their Executors and Assigns, for and during the natural life of the said *E*, for and in consideration, and in the name of the whole Dower of the said *E*, to be had out of all the Mannors, Lands, and Tenements, which late were, or now are the Mannors, Lands, and Tenements of me the said *A*, *B*. And if it happen the said Annuity or Annual Rent of 20 *l.* or any part or parcel thereof to be behind and unpaid, at any of the said Feasts, &c. that then it shall be lawful &c. to distrain &c. Provided always, That if the said *E*, or any other person or persons in her name, and by her Assent, Act, or Procurement, at any time after the death of me the said *A*, any Right, Title, Claim, or Demand, in the name of her Dower, of and in the said Messuages, Lands, Tenements, and other the Premisses, or in any part or parcel thereof, shall claim or demand to have by any way whatsoever; that then and from thenceforth, the payment of the said Annuity or Annual Rent of 20 *l.* or any part or parcel thereof, shall cease, and that this Grant thereof, shall cease, determine, and be void, this my present Writing, or any thing or matter therein contained, specified, or expressed, in any wise notwithstanding. In witness, &c.

A Grant of the Office of an Auditor.

Omnibus &c. R, S, *miles salutem. Sciatis me præfat.* R, *ordinasse, fecisse, & per præsentes constituisse dilect. mihi in Christo* T, P, *meum verum Auditor. ad audiend. & determinandum omnia compota, de omnibus ballivis, præpositis, & ministris meis quibuscunque infra Comitat. Ess. Habend. & occupand. dictum officium, quamdiu mihi placuerit, cum feodo eidem officio consueto & usitato, solvend. annuatim per manus receptor. meor. in Comitatu prædicto, qui pro tempore fuerint: Dantes & concedentes eidem* T. *plenam potestatem & authoritatem ad omnimod. compota ballivis, præpositis, & ministris meis prædict. capiend. audiend. & determinand. & finiendam partibus, ac omnia alia & singula faciend. exequend. et expediend. quæ ad officium Auditoris pertinent quovismodo. Ratum & gratum habens & haberi totum et quicquid prædictus Auditor meus fecerit in præmissis: Quapropter, omnibus ministris, ballivis, & tenentibus meis firmiter injungendo præcipio, alios vero hortor, quatenus præfat.* T. *præmissa diligenter exequend. intendentes sint, obedientes, consulentes, auxiliantes, prout decet. In cujus rei, &c.*

An Advowson of a Benefice granted by a Baron, Knight, or Esquire, &c.

Omnibus Christi fidelibus, ad quos præsens scriptum pervenerit, A. P. *Dominus* P. *aut* A. B. *Miles, vel Armiger, verus & indubitatus Patronus Rectoriæ, Ecclesiæ parochialis de* N. *Ebor. diœcesis, salutem in domino sempiternam. Noveritis me* P. *A. dedisse, concessisse, & hoc præsenti scripto meo confirmasse dilecto mihi Christofero* P. *et* Ed. L. *generosis, conjunctim, et eorum alteri per se divisim Executoribus et Assignatis suis, primam et proximam Advocationem, Donationem, Nominationem, Præsentationem, Viceriumque Dispositionem præd. Rectoriæ, Ecclesiæ Parochialis de* N. *vacantem,*

lius, et hoc præsenti scripto meo concedens, quod bene liceat et licebit dictis C. & B. conjunctim, et eorum alteri per se divisim, Executoribus et Assignet. suis, ad præd. Ecclesiam quandocunq;, quomodocunque, et qualitercunque per mortem, Resignationem, Privationem, Cessionem, permutationem, dimissionem, sive quocunque alio modo, prim. et proxim. vacare contigerit unum aliquem virum bonest. et literat. presentare, caet. caq. omnia quæ ad Patroni munus seu offic. spectant perficere, pro hujusmodi prima, proximaque vacatione tantum, adeo plene et integre, sicuti egomet ea in parte facerem, si hoc præsens scriptum meum fact. minime fuisset. In cujus rei testimonium huic præsenti scripto meo sigill. meum ad arma apposui. Datum 2. die Julii, An. Dom. &c. Et anno Regni Nostri H. 8. Dei gratia Angl. &c. xxxiij.

A Grant of an Understewardship.

OMnibus, &c. T. P. salutem. Cum W. F. miles, per scriptum suum geren. dat. tum primo die Maij, an. &c. constituerit et ordinaverit me præfatum T. Seneschallum suum Dominiorum et Maneriorum de B. et S. in comitatu E. ac omnium cur. vis. francipleg. & letarum infra Dominia & Maneria predicta. Tenend. Habend. Occupand. & exercend. officium predict. per me vel per sufficientem deputatum meum, sive sufficientes deputatos meos, pro termino vitæ mea, cum feod. vad. & regardis & proficuis eidem officio spectantibus, aut ab antiquo debit. vel consuetis, una cum quadam annuali feodo quadraginta solidorum, pro exercitione & occupatione officii predict. prout in scripto predict. plenius apparet. Sciatis me præfatum T. fecisse, ordinâsse, & per præsentes constituisse dilectum mihi R. S. meum deputatum, sive subseneschallum dominiorum sive maneriorum predictorum, ac omnium & singularum eorum, vis. francipleg. & letarum, infra dominia sive maneria predicta. Tenendum, occupand. et exercendum idem officium hujusmodi deputat. & subseneschal. eidem R. per se, vel per sufficientem deputatum suum, seu sufficientes deputatos suos, ad terminum vitæ mei predicti. T. Percipiend. annuatim, durante termino predicto, pro officio illo exercendo et occupando omnia feoda, vad. regard. et proficua eidem officio spectantia, aut ab antiquo debita vel consueta, unà cum predict. annuali redditu quadraginta solidorum, adeo plene et integre, et in tam amplis modis et forma, prout egomet unus aut præ ante habui, percepi, usus fui, vel facere consuevi. In cujus, &c.

A Grant of a Stewardship during pleasure.

OMnibus, &c. H. W. Miles salutem. Sciatis quod ego præfat. H. W. dedi et concessi dilecto mihi T. B. officium Seneschal. omnium Dominiorum & Maneriorum meorum in comitatibus E. & H. ac ipsum T. Seneschallum omnium Dominiorum & Maneriorum meorum predictorum facio, ordino, et constituo per præsentes. Habend. Gaudend. & Exercend. officium predictum præfato T. per se, vel per sufficientem deputatum suum sive sufficientes deputatos suos, a festo Sancti Michaelis Archangeli ultimo præterito, durante beneplacito meo, cum vadiis et feod. tresdecim solidorum & quatuor denariorum per annum, percipiend. annuatim præfato T. de exitibus, proficuis, & reventionibus manerii mei de C. in comitatu E. predicto, per manus Receptoris ibidem pro tempore existent. ad festa Paschæ & S. Michaelis Archangeli, per æquales portiones. Mandamus insuper universis & singulis firmariis, tenentibus, &

ministeriibus meis, et eorum cuilibet ibidem, ut præfat. T. et deputat. suis in hac parte de tempore in tempus assistentes sint, obedientes et auxiliantes in omnibus, prout decet. In cujus rei testimonium huic præsenti scripto meo sigillum meum apposui. Datum, &c.

A Grant of a Stewardship for term of life.

Omnibus, &c. ad quos, T. B. miles salutem. Sciatis me præfat. T. dedisse, & per præsentes concessisse A. B. Officium Seneschalli sive Seneschalciæ, omnium & singulorum Dominiorum, Maneriorum, et Hæreditamentorum meorum de R. F. et C. in Comitatu S. et custodiam sive Officium Tenend. curiarum let. vis. franciplegiorum, & singularum cur. vis. francipleg. et letarum, Dominiorum et Maneriorum prædictor. et eorum cuilibet. Ac ipsum A. Seneschallum meum generalem curiarum mearum, vis. franciplg. et letarum, infra Dominia, Maneria, et Hæreditamenta mea prædicta, facu, constituo, et ordino per præsentes. Habendum, Tenendum, Exercendum, et Occupandum Officium prædictum cum pertinen. unà cum omnibus et singulis feod. vad. regalia, perficuis, et advantagiis eidem officio spectan. sive pertin. præfat. A. per se, vel sufficientem deputatum suum, sive sufficientes deputatos suos, pro termino vitæ ipsius A. Et ulterius sciatis me præfat. T. dedisse, concessisse, et hoc præsenti scripto meo confirmasse præfato A. tam pro officio prædicto exercendo et occupando, quam pro bono consilio suo mihi per eundem A. ante hæc tempora impenso in posterum impendendo, quandam annuitatem sive annualem reddit. centum solidorum, exeunt. de et in omnibus prædictis Dominiis, Maneriis et Hæreditamentis meis in R. F. et C. prædict. ad festa Paschæ et Sancti Michaelis Archangeli per æquales portiones, annuatim solvend. per manus receptorum firmariorum, ballivorum, seu tenentium meorum premissorum, durante vita ipsius A. Et si contingat prædict. annuitatem, sive annualem redditum centum solidorum, sive aliquam inde parcellam a retro fore insolutum, in parte vel in toto ad aliquod festum festorum prædictor. quo ut præfertur solvi debeat, quod tunc bene licebit eidem A. et assign. suis in omnia prædict. Dominia, Maneria, et Hæreditamenta intrare et distringere, et districtiones sic ibidem captas, et habitas, licite asportare, effugare, et penes se retinere, quousque eidem A. et assignat. suis de annuitate sive annualitate prædict. una cum arrearagiis ejusdem, si qua fuerint, eidem A. et assignatis suis plenarie fuerit satisfactum et persolutum. In cujus rei, &c.

Foyn-

JOYNTURES.

A Womans Joynture of Land in London, *passed by way of Recovery.*

THis Indenture tripartite &c. Between *W. F.* of *L.* Gent. on the first part, and *R. P.* Cit. and Leatherseller of *L.* and *A. P.* of the same City, Goldsmith, on the 2d part, and *E. P.* and *C. P.* on the 3d part; Witnesseth, That the said *W. F.* for and in consideration of a Marriage to be had and solemnized between the said *W. F.* on the one part, and *F. P.* Daughter of the said *R. P.* on the other part, and for a Joynture to be made to the said *F.* and for divers other good Considerations, the said *W.* especially moving, doth covenant and grant for himself, his Heirs, Executors, and Administrators, to and with the said *R. P.* his Heirs, Executors and Administrators, by these Presents. And, it is covenanted, granted, and agreed by and between all the said parties to these Presents, in manner and form following, That is to say, That he the said *W. F.* within 40 dayes next ensuing the date of these presents, shall make and execute, or cause, &c. unto the said *R. P.* and *A. P.* and to their Heirs, a good, lawfull, perfect, and absolute Estate in the Law in Fee-simple, of and in all that Messuage, &c. All which said Tenements and Premisses aforesaid, are scituate within the Parish, &c. and also of and in the Reversion and Reversions of all and singular the same Premisses, to the intent that the said *R. P.* and *A. P.* and their heirs shall and may stand seised of the same Premisses, whereby within one moneth next after the making and Execution of the said Estate, of all and singular the said Messuages and Tenements, and other the Premisses to the said *R.* and *A.* and their Heirs in form aforesaid, the said *E. P.* and *C. P.* or the Survivor of them, shall pursue and bring the Kings Majesties Writ of *Right Patent*, out of his Highness Court of *Chancery*, against the said *R.* and *A.* or the Survivor of them, to be directed to the Mayor and Sheriffs of the City of *L.* By which Writ of *Right Patent*, the said *E.* and *C.* or the Survivor of them in the *Guild-Hall* of *L.* before the said Mayor and Sheriffs in the Court of *H.* according to the custome of the said City, shall demand against the said *R. P.* and *A. P.* or the Survivor of them, the said Messuages and Tene-

ments,

meſſuage, and all and ſingular other the Premiſſes with their Appurtenances by the names of &c. in *L.* or by ſuch other Names or quantities, as ſhall be reaſonably deviſed: And that the ſaid *R. P.* and *A. P.* or the Survivor of them in his or their own perſons, or by his or their ſufficient Attorney, ſhall appear to the ſaid Writ; and after Declaration thereupon made, ſhall make defence, and vouch over to warranty the ſaid *W. J.* who ſhall appear and enter into warranty, and vouch over the common Vouchee, which common Vouchee ſhall imparl, and after make default in contempt of the Court, whereby Judgment ſhall be given in the ſaid Writ againſt the ſaid *R.* and *A.* or the Survivor of them, and Execution thereof ſhall be had and ſued in ſuch ſort, that a perfect Recovery with a double Voucher ſhall be had and perfectly executed of all and ſingular the Premiſſes. **And further**, it is by theſe preſents, fully and expreſly witneſſed and declared: **And alſo** it is covenanted, granted, condeſcended and agreed by and between all the ſaid parties by theſe preſent Indentures, that the ſaid Recovery to be had and executed as aforeſaid, and the Execution thereof ſhall be: And that the true intent and meaning of the ſame is, and that all other Recoveries to be had, ſuffered, levied, or executed, of the Premiſſes or any part or parcell thereof within one year after the making and executing of the ſaid Eſtate of the Premiſſes, to the ſaid *R.* and *A.* and their Heirs as aforeſaid ſhall be, and that the ſaid *E.* and *C.* and their Heirs, and all and every other perſon and perſons, and their heirs, which at any time hereafter ſhall be ſeiſed of the ſaid Meſſuages and Tenements, and other the Premiſſes with their Appurtenances, and of every or any part thereof, by virtue of any Recovery or Recoveries aforeſaid, ſhall ſtand and be ſeiſed of all and ſingular the Premiſſes, with the Appurtenances, to the only uſes and intents hereafter in theſe preſents expreſſed and mentioned, and to none other uſe, intent or purpoſe whatſoever; **That is to ſay**, To the uſe of the ſaid *W.* and his Heirs, untill Marriage ſhall be had between him the ſaid *W.* and the ſaid *F. P.* And from and after Marriage had between the ſaid *W.* and *F.* then to the uſe of the ſaid *W.* and *F.* for and during all the term of their natural lives, and the natural life of the longer liver of them two; and after their deceaſes, then and from thenceforth to the uſe of the Heirs of the bodies of the ſaid *W.* and *F.* between them two lawfully to be begotten: And for lack of ſuch Iſſue, then to the uſe of the Heirs of the body of the ſaid *W. J.* and for lack of ſuch Iſſue, then to the uſe of ſuch perſon and perſons, and his, her, or their heirs, as the ſaid *W.* hereafter by his laſt Will and Teſtament, or otherwiſe by Writing, under his hand and Seal, ſealed and delivered in the preſence of 3. Witneſſes at the leaſt, ſhall name or appoint: And for and in default of ſuch nomination or appointment, then to the uſe of the next right Heirs of the ſaid *W. J.* for ever. **And moreover**, the ſaid *W. J.* for him &c. covenanteth with the ſaid *R. P.* his &c. That the ſaid Meſſuage, Tenements, and other the Premiſſes now be, and from henceforth for ever ſhall or may remain, come, continue and be to the uſes afore in theſe preſent Indentures expreſſed and mentioned, as well of the full and clear yearly value of 20 l. of &c. over and beyond all Charges and Repriſes whatſoever; as alſo free and clearly diſcharged, exonerated, and acquitted,

Yearly value.

Diſcharge of Incumbrances.

acquitted, or otherwiſe by the ſaid *W.* his Heirs, Executors, or Adminiſtrators well and ſufficiently ſaved and kept harmleſs, of, and from all and ſingular Bargains, &c. had, made, done, or ſuffered, or hereafter to be had, made, done, or ſuffered, before a perfect Recovery ſhall be had and perfectly executed, of all and ſingular the Premiſſes, with their Appurtenances, to the uſes afore in theſe preſents expreſſed; According to the true intent and meaning of theſe preſent Indentures (the chief Rents and Services hereafter to grow due for the Premiſſes, to the chief Lord or Lords of the Fees of the ſame, and all Leaſes for years heretofore made and granted, not exceeding the term of 21 years now to come, not hurtful or prejudicial to the clear yearly value of 20 l. afore ſpecified; and whereupon the old uſual yearly Rents or more, have been reſerved or ſhall be yearly due and payable, during the continuance of the ſame Leaſes to the uſes afore in theſe preſents expreſſed, only except and foreprized.) And

Further Aſſurance.

furthermore, the ſaid *W.* covenanteth with the ſaid *R.* his &c. that for the better aſſurance of all and ſingular the Premiſſes, with all and ſingular their Appurtenances, to be had and made ſure, to the uſes afore in theſe Indentures ſpecified and limited, he the ſaid *W.* and his Heirs, and all and every other perſon and perſons, and their heirs, any thing lawfully having, or lawfully claiming in or to the Premiſſes, or any part thereof, by, from, or under the ſaid *W.* or the ſaid *P. J.* his Father, or *M. J.* his Mother, or any of them (other then only the Leſſees, and their Aſſigns, claiming for or by reaſon of their Leaſes afore excepted in theſe preſents) ſhall and will upon every reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *R. P.* his Heirs, Executors, Adminiſtrators, or Aſſigns, do, make, knowledg, and ſuffer to be done, all and every ſuch lawful and reaſonable act and acts, thing and things, be it by Fine, Feoffment, Recovery, with Voucher or Vouchers, ſingle or double, or by any other wayes or means whatſoever, with warranty againſt them and their heirs only, as by the ſaid *R.* his &c. ſhall be deviſed &c. at any time or times within the ſpace of 5. years, next after the day wherein marriage ſhall be had between the ſaid *W. I.* and *F. P.* – And the ſaid *R. P.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, doth covenant and grant to and with the ſaid *W. I.* his Executors and Adminiſtrators by theſe preſents; And by theſe preſents doth declare his mind and pleaſure to be, That after the deceaſe of the ſaid *R. P.* the ſaid *F.* his Daughter (if ſhe be then living), at or upon reaſonable demand, ſhall or may have a reaſonable and rateable Childs Portion, agreeable to the ancient uſe and cuſtom of the City of *L.* of all ſuch Goods, Chattels, & Credits, as ſhall be of the ſaid *R. P.* at the time of his deceaſe in ſuch manner as any other Child or Children of the ſaid *R. P.* ſhall or ought to have, by virtue or means of the ſame cuſtom; Any advancement received before, or at time of marriage of the ſaid *W.* and *F.* or after their marriage, by or from the ſaid *R. P.* in any wiſe notwithſtanding. In Witneſſe, &c.

Covenant for a Childs Portion (beſides the preſent advancement) at the death of the Father.

An Indenture of Limitation of Uſes upon a Marriage.

THis Indenture made, &c. Witneſſeth, That it is covenanted, granted, concluded, condeſcended, and fully agreed, by and between the ſaid parties, to theſe Preſents, in manner and form following; And firſt, The ſaid *E. S.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant, grant, and fully agree, to and with the ſaid *I. O.* his Executors, and Adminiſtrators, by theſe Preſents; That *A. S.* Son and Heir apparant of the ſaid *E. S.* ſhall before the Feaſt of &c. next enſuing, after the day of the date hereof, by God's permiſſion, eſpouſe, marry, and take to his wife *A. O.* Daughter of the ſaid *I. O.* if ſhe the ſaid *A. O.* will thereunto conſent and agree, and the Laws of Holy Church, the ſame will permit and ſuffer: And in like manner the ſaid *I. O.* &c. In conſideration of which ſaid Marriage ſo to be had and ſolemnized, in manner and form aforeſaid; and alſo in conſideration of ſuch ſum and ſums of money, as are already paid, and otherwiſe agreed upon to be paid, to the ſaid *E. S.* by the ſaid *I. O.* and wherewith the ſaid *I. O.* ſtandeth bounden, charged, or covenanted, in any wiſe, to pay or ſatisfie unto the ſaid *E. S.* in conſideration of the ſaid Marriage; as alſo for the better continuance and preſervation of the Houſe and Name of the ſaid *E. S.* with ſuch Mannors, Lordſhips, Lands, Tenements, and Hereditaments, as hereafter in theſe Preſents are mentioned, expreſſed, or intended, to be granted or conveyed, ſo long as it ſhall pleaſe God to permit and ſuffer the ſame, and for the better advancement of the ſaid *A. S.* with a convenient Joynture for the ſaid *A.* and likewiſe for the preferment and advancement of the Children, and others of the Kindred and Blood of the ſaid *E. S.* and for the natural love and affection which he beareth to them, and every of them. It is further covenanted, concluded, and fully agreed, by and between the ſaid parties, to theſe preſents, in manner and form following. And firſt, the ſaid *E. S.* for himſelf &c. doth covenant and grant, to and with the ſaid *I. O.* his Executors and Adminiſtrators, &c. and with every of them by theſe Preſents, that he the ſaid *E. S.* his Heirs, within the ſpace of &c. ſhall and will, at the coſts and charges in the Law of the ſaid *J. O.* and at and upon the reaſonable Requeſt or Requeſts of the ſaid *J. O.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, to be made to the ſaid *E. S.* at &c. upon 20 days warning by Word or Writing, or otherwiſe without Requeſt by Fine or Fines, with Proclamations in due form of Law to be levyed, Recovery, or Recoveries, to be had and purſued, according to the Order and Courſe of Common Recoveries, Deed or Deeds, Inrolled or not Inrolled, Feoffments, or ſuch other good and ſufficient Conveyances and Aſſurances in the Law, as by him the ſaid *J. O.* his Heirs, Executors, or Aſſigns, or their, or any of their Councel learned, ſhall be reaſonably deviſed or adviſed. So that the ſaid *E. S.* be not inforced to travel further then &c. for the doing, making, or acknowledging of ſuch ſaid Fine or Fines, Recovery or Recoveries, or ſuch other Aſſurance or Conveyance aforeſaid, ſhall and will convey and aſſure, or cauſe to be conveyed and aſſured unto *R. H. T. T.* &c. and their Heirs, or to the Heirs of one of them, and to the Survivor of them and his Heirs,

Conſiderations.

To make further Covenants and Aſſurances.

Heirs, all and singular his Mannors and Lordships of *S.* &c. and in the said County of *L.* and also all and singular Scites, Seigniories, Services, Franchises, Priviledges, Courts-Leets, Perquisites of Courts and Leets, View of Frankpledge, and all that to view of Franckpledge appurtaineth, and all other Appurtenances, Emoluments, and Hereditaments whatsoever, unto the said Mannors and Lordships, or unto any of them appurtaining or belonging. And all and singular his Mannors, Messuages, Mills, Dove-Houses, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Commons, Common of Pasture, and Turbary Rents, Reversions, Services, Appurtenances, Emoluments and Hereditaments whatsoever, within the several Towns, Townships, Fields, Hamlets, Precincts and Territories of, &c. or elsewhere within the said County of *L.* in whose Hands or Possession soever the same be, or shall be; and also the Advowsons of the Churches of *C. D.* and *S.* aforesaid.

Declaration *de* Uses *del* Fine.

And for the better Declaration of the Use, Uses, and Intents and Purpose of such said Fine and Fines, Recovery or Recoveries, and other Estates, Assurances and Conveyances, so to be knowledged, suffered, executed, or made of the said Premisses as aforesaid; it is covenanted, granted, and agreed by and between the said parties to these presents, And the said *E. S.* for himself, &c. doth Covenant, Promise, Grant, declare, limit, & fully agree, to, and with the said *J. O.* his &c. and to and with every of them by these presents, That the said Fine and Fines, Recovery and Recoveries, Estate and Estates, and other Assurances whatsoever, to be levyed, knowledged, or made of the said Premisses, or any part or parcel thereof as aforesaid; and the Estate, Right, Title, Interest and Possession of them the said *R*: *H. T. T.* and their Heirs, and the Survivors and Survivor of them, his and their Heirs, shall be, and for ever be, adjudged &c. to be, and also that the said *R.* &c. shall stand and be seised, of, and in the said Mannors, Messuages, Lands, Tenements, Rents, Reversions, Services, Appurtenances, Emoluments and Hereditaments, and of all other the said Premisses, with all and singular their Appurtenances, and every part and parcel thereof, to the several Uses, Intents, Purposes, Agreements, Limitations, Liberties, Provisoes and Conditions hereafter in these presents expressed, mentioned and declared, and to no other use, intent or purpose, in any wise, *viz.* Of, in, and upon all that Messuage, Tenement and Farm-hold, scituate, lying, and being in *S.* aforesaid, now or late in the Occupation of, &c. And of, in, and upon all Houses, Edifices, Buildings, Barns, Stables, Kilnes, Dove-houses, Orchards, Gardens, Crofts, Lands, Tenements and Hereditaments thereunto belonging or appurtaining, or therewith, as part, parcel, or member thereof, heretofore had, occupyed, used, demised, enjoyed, accepted, or taken, with all and singular their Appurtenances, being parcel of the said Premisses afore covenanted, to be assured and conveyed as aforesaid, to the use and behoof of them the said *A. S.* and *A.* now his wife, and their Assigns, for, and during the term of their natural lives, and for and during, and untill the full end and term, and during all the term of the natural life of the Survivor, and longest liver of them the said *A.* and *A.* for, and in recompence, and as parcel of the Feoffment or Joynture of the said *A.* and by and immediately after the natural death and decease of them the said *A.* and

Lands appointed for the Joynture of *A.*

and *E.* then to the use, &c. And also of, in, and upon all the rest and residue of the said Mannors, Lordships, Lands, Tenements and Hereditaments, and all other the said Premisses, with all and singular their Appurtenances, whereof the said Fine or Fines, Recovery or Recoveries, and other the Assurances and Conveyances aforesaid, are before, in and by these presents, covenanted to be had, levyed, or acknowledged as aforesaid, other then the said Messuage, Tenement and Premisses, in the possession of the said, &c. and his Assigns as aforesaid, to, and for the only use and behoof of him the said *E. S.* party to these presents, and of his Assigns, for, and during the term of the natural life of him the said *E. S.* without impeachment of any manner of Wast, by him the said *E. S.* to be charged, and chargable with such Annuities, yearly Rents, sums of Money, Payments, or Rents and Distress for the same, as shall be hereafter in these presents limited or expressed, according to the true intent of these presents. And by and immediately after the natural death and decease of the said *E. S.* then to the use and behoof of, &c. Provided alwayes, and for the further explaining of the true intent and meaning of the said Parties to these presents; It is further covenanted, granted, concluded, condescended, and fully agreed, by and between the said Parties to these presents; and nevertheless, the said *E. S.* for, &c. doth further Covenant and Grant, to, and with the said *J. O.* his, &c. and to, and with every of them by these presents, That the said Fine and Fines, Recovery and Recoveries, and other the Assurances and Conveyances afore covenanted, or mentioned to be levyed, suffered, had, or made of the said Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses, with the Appurtenances, or any part thereof, shall be, and that they the said *R. H. T. T.* and their Heirs, and the Survivor and Survivors of them, and his or their Heirs, shall stand and be seised of, and in all and singular the said Mannors, Messuages, Lands, Tenements, Hereditaments, and other the Premisses other then, &c. and excepting the said Messuage, Tenement and Premisses, now in the possession of, &c. as well to and for the use of such person and persons, and of, and for such and the self same Estates, Uses, Intents and Purposes, as before, in, and by these presents are thereof expressed and declared, nevertheless charged and chargable, with they payments of such Rents, sums of Money, and annual Payments, as hereafter in these presents are limited, covenanted, or intended to be paid out of, or out of the same. And also, to, and for the assurance of such said Rents, Sums of Money, and Payments, and in such sort, manner and form, as hereafter followeth. That is to say, The said Estate and Estates, and every of them shall be, and that they the said *R. H. T. T.* and their Heirs, and the Survivor of them and his Heirs, shall stand, and be thereof, and every part thereof (except before excepted) seised, to, and for such use, uses, intent and purpose notwithstanding, and the use or uses thereof before in these presents limited or expressed; That if the said *E. S.* during his life-time, and after his death, all and every other person and person, to whom the said Premisses (except before excepted) shall by force and virtue of the Uses and Limitations before in these presents thereof declared, come, remain, or be, as they and every of them shall come to, and be in actual and real possession or exception of the same, or their several Assigns, shall not, or do not yearly, from and after the day

A yearly Rent for the maintenance of *A.* and *A.* his wife, and for fulfilling up her Joynture.

day of the date hereof, for, and during the term of the natural lives of them the ſaid *A. S.* and *A.* his wife, and for, and during the term of the natural life of the Survivor and longeſt liver of them, well and truly content, ſatisfie, and pay unto the ſaid *A. S.* and *A.* his wife, their Executors, Adminiſtrators and Aſſigns, at or within, &c. the whole and juſt Sum, or yearly Rent or Payment of, &c. of good and lawful money of *England*, yearly, at two ſeveral Feaſt-dayes in the year, *viz.* By eaven Portions, without any further delay; the firſt Payment thereof to commence and begin at the Feaſt of, &c. next enſuing the day of the date of theſe preſents, that then, and from thenceforth, and ſo often as the ſaid Rent, or yearly Payment of, &c. or any part or parcel thereof, ſhall fortune to be behind, after the day of the date hereof, during the natural lives of the ſaid *A. S.* and *A.* and during the life of the Survivor and longeſt liver of them. It ſhall and may lawful, to, and for the ſaid *A.* and *A.* his wife, or unto either of them, their, or either of their Executors or Aſſigns, Deputy or Deputies, in that behalf lawfully authorized, at all, or any time or times thenceforth, into all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, and all other the Premiſſes, with all and ſingular their Appurtenances, (other then the ſaid Meſſuage) and into every, or any part or parcel thereof, to enter and diſtrain, as well for the ſaid yearly Sum of money, or annual Payment of, &c. and for every, or any part or parcel thereof, ſo being behind and unpaid as aforeſaid, as alſo for the arrearages of the ſame, and every, or any part thereof, if any be, or ſhall be then behind and unpaid: And the Diſtreſſe and Diſtreſſes ſo there taken, lawfully to lead, drive, take, carry away, and impound, and with them, or either, or any of them, to detain and keep, until ſuch time as the ſaid yearly Rent or Payment of, &c. and every part and parcel thereof, ſo to be behind and unpaid as aforeſaid, and the arrearages thereof, if any ſhall fortune to be behind and unpaid as aforeſaid, be unto them the ſaid *A.* and *A.* his wife, or the one of them, their, or the one of their Executors, Adminiſtrators or Aſſigns, or ſome of them, fully contented, ſatisfied and paid. Provided alſo, and it is further covenanted and agreed between the ſaid Parties to theſe preſents, That the ſaid Fine or Fines, Recovery and Recoveries, and other the Aſſurances and Conveyances afore covenanted or mentioned, to be levyed, ſuffered, had, or made of the ſaid Premiſſes, or any part thereof ſhall be, and alſo that they the ſaid *R. H. T. T.* and their Heirs, and the Survivor and Survivors of them, and his or their Heirs ſhall ſtand and be ſeiſed of, and in all and ſingular the ſaid Premiſſes, with the Appurtenances, other then the ſaid Meſſuage, to, and for ſuch intent and purpoſe, that it ſhall and may be lawful, to, and for the ſaid *E. S.* at any time or times during his life, by his laſt Will and Teſtament in Writing, or otherwiſe by his Writing under his Hand and Seal, to aſſure, appoint, limit and convey to the now wife of the ſaid *E.* or any other lawful wife or wives, which be the ſaid *E. S.* ſhall hereafter fortune to marry for term of life, only of ſuch wife or wives, or to any other perſon or perſons, to the uſe of any ſuch wife or wives for term of life; only of ſuch wife or wives for, and in the name of the Joyniture or Joyntures of ſuch ſaid wife or wives a full 3d part, or leſs, or ſo much as ſhall amount to a full 3d part, or leſs, of all the ſaid Mannors, Meſſuages, Lands, Tene-

Diſtreſſe for the Rent.

Proviſo to make Joyntures for wives.

Tenements, Hereditaments, and other the Premisses; so that the said Messuage be not part or parcel thereof; and so that no such Assurance, Appointment, Limitation or Conveyance, shall, or do extend unto, or be made of more, or any greater part of the Capital Houses, Demesne Lands, Milne and Fishings now in the annual Occupation of the said *E. S.* then a full 3d part of the same. Power reserved to make Lease.

Provided further also, That it shall and may be likewise lawful to, and for the said *E. S.* from time to time, and at all and every time and times hereafter, during the term of his natural life, by his Deed or Deeds, or other lawful Act or Acts in Writing under his Hand and Seal, or otherwise by his last Will and Testament, to give, grant, dispose, limit, assign, assure, convey, or appoint, to any person or persons whatsoever, all and every, or any the said Manors, Messuages, Lands, Tenements, and Hereditaments, and other the said Premisses, with all and singular their Appurtenances, the chief House called &c. and the Demesnes thereto belonging, and all Mills, Mill-Dams, and free Fishing, now in the possession of the said *E, S,* (And also the said Messuage, Tenement, and Lands, before, in, and by these Presents, limited, expressed, or appointed, to or for parcel of the Joynture of the said *A,* onely excepted) for and during the term of 21 years, or some shorter or lesser term of years, or for the term of one, 2, or 3 lives, to be all in full life at the time of the making of such Grant, Lease, Demise, or Devise aforesaid, charged or chargable, with such Rents, Sums of Money, and Payments, as before or after in these presents are appointed, limited or declared, to be had, levied, or issuing out of the same, or any part thereof, as in these presents is mentioned and declared; so alwayes, that all and every such Lease and Leases, Devise and Devises, nor any of them be not made, to be without impeachment of any manner of Waste, by any special Clause, Proviso, or Covenant therein to be contained; and that every such Lease, Grant, Demise or Devise be so made of Lands or Tenements in possession, usually letten to Farm by the greater space of 21 years last past, and not of any Lands in Reversion, and so that upon every such Grant, Lease, Demise and Devise, the old and accustomed Rent and Rents, Boons, Averages, Customs and Services, or more, be reserved to be due and payable, during the continuance of every such Devise, Grant and Lease, at the Days and Times, and in such manner and form as the same have been accustomed. Provided alwayes, For levying of money for Daughters.

and it is further covenanted, granted, and fully agreed by, and between the said Parties to these presents, for them, and every of them, their Heirs and Assigns, and the true intent and meaning of these presents, &c. of either of the said parties is, notwithstanding any the Limitation or Limitations of the Use or Uses aforesaid, That if it fortune the said *E. S.* to die, having one Daughter or more of his body lawfully begotten, then to be living and married; or if any such Daughter or Daughters shall be married, and the marriage-money of such Daughter or Daughters agreed upon, and not fully paid at the time of the death of the said *E.* then if the said *A. S.* or the Heirs-males of his Body, or such other person or persons to whom the said Premisses, or her then Messuage, by vertue of these presents, shall come and remain according to the Uses and Limitations before in these presents limited and appointed, shall not, and do not content and pay yearly after the death of the said *E.* unto them the said *R. H. T. T.*

T. T. or to the Survivor or Survivors of them, and his or their Heirs, the full and juſt ſum, or yearly payment of 50 l. of good and lawful money of *England* at one whole and entire payment, in and upon, yearly ſo long as, and untill ſuch times as they the ſaid *R. H. T. T.* or the Survivors and Survivor of them, and his Heirs, ſhall, may or might, have had, and received the whole and juſt Sum of 300 l. to, and for the uſe, benefit, and behoof of the ſaid Daughter and Daughters of the ſaid *E. S.* as ſhall be ſo unpreferred in marriage, or otherwiſe married; and the marriage-money agreed upon, and not fully ſatisfied at the time of the death of the ſaid *E.* for, and towards their better Preferment, Education and Advancement, the firſt payment thereof to be made in and upon the Feaſt day of *A.* next enſuing, after the death of the ſaid *E.* that then, and immediately after ſuch default of payment of any the ſaid Sum or Sums of money, or of any part or parcel thereof, in manner and form aforeſaid, the ſaid Fine and Fines, Recovery and Recoveries, Eſtate, Conveyances and Aſſurances ſo to be had made, of all the ſaid Premiſſes as aforeſaid, other then the ſaid Meſſuage, and the Execution thereof ſhall be.

And alſo, That they the ſaid *R. H. T. T.* and their Heirs, and the Survivor of them, and his Heirs, ſhall ſtand and be ſeiſed of, and in all the ſaid Mannors, Meſſuages, Lands, Tenments and Hereditaments, other then the ſaid Meſſuage before, in, and by theſe preſents limited and appointed, for the Joynture of the ſaid *A.* to ſuch uſe, intent and purpoſe, that it ſhall and may be lawful to and for the ſaid *R. H. T. T.* their Heirs and Aſſigns, or Attornies, in that behalf, after the death of the ſaid *E. S.* and after default of payment of the ſaid Sum of, &c. yearly, and ſo often as default of payment thereof ſhall be made as aforeſaid, from time to time, ſo long as, and untill ſuch time as they the ſaid *R. H. T. T.* their Heirs and Aſſigns, ſhall or may, or otherwiſe might have received the ſaid Sum of, &c. to the uſe and benefit of the ſaid Daughter and Daughters as aforeſaid, into the ſaid Mannor, &c. and with them to dwell and keep, untill they, and either of them, of the ſaid yearly Rent, or Payment of, &c. and every part thereof, then to be due, be fully contented, ſatisfied and paid, the ſame to beſtowed and imployed by the ſaid *R. H. T. T.* and the Survivors and Survivor of them, his, and their Heirs, for, and towards the preferment and advancement in Marriage, or otherwiſe, of ſuch ſaid Daughter and Daughters, any Uſe, limitation of Uſe, other then the ſaid yearly Rent, or Payment of, &c. afore-limited, and for the fulfilling and making up of the Joynture of the ſaid *A.* before in theſe preſents expreſſed, to the contrary in any wiſe notwithſtanding.

Provided always, and it is likewiſe further covenanted, granted, and fully agreed by and between the ſaid Parties, to theſe preſents, for them, their Heirs and Aſſigns, and the true intent and meaning of theſe preſents, and of the ſaid Parties, is, notwithſtanding any the limitation of the Uſe or Uſe aforeſaid, that if it fortune the ſaid *A. S.* to dye, having one or more Daughters of his Body lawfully begotten, then to be living, and unmarried, or their Marriage-money not fully paid at the time of the Death of the ſaid *A. S.* and having alſo Iſſue-male of his Body lawfully begotten; and then if the ſaid Iſſue-male of the Body of the ſaid *A.* ſhall not, or do not yearly after the death of the ſaid *A.* and after the

[illegible] of the ſaid *E. S.* content, and pay unto the ſaid Daughter or Daughters of the ſaid *A.* the whole and juſt ſum, or yearly payment of, &c. of [illegible] and lawful money of *England*, at one whole and intire Payment, in and upon, &c. yearly ſo long as, and untill ſuch time as ſuch ſaid Daughter and Daughters, or ſome of them, ſhall, may or might, have had, and received the whole and juſt ſum of, &c. to, and for the uſe, benefit, and behoof of ſuch ſaid Daughter and Daughters of the ſaid *A.* and for default of ſuch Iſſue-male of the Body of the ſaid *A.* then if the Iſſue-male of the Body of the ſaid *E. S.* of the ſaid *E.* ſhall have any Iſſue-male of his Body lawfully begotten, then he the ſaid, ſhall not, or do not yearly after the death of the ſaid *A.* and after the death of the ſaid *E.* as they, and every of them ſhall come, and be in poſſeſſion of the ſaid Premiſſes, likewiſe content and pay unto ſuch ſaid Daughter and Daughters of the ſaid *A.* the ſaid whole and juſt Sum of, &c. of good, &c. in one whole and entire Payment, in and upon, &c. yearly, untill ſuch ſaid Daughter and Daughters, their Executors or Aſſigns, or ſome of them, ſhall, may or might, have had, and received the whole and juſt Sum of, &c. to, and for the uſe, benefit, and behoof of ſuch ſaid Daughter and Daughters for their better preferment and advancement, the firſt payment to begin at the feaſt, &c. next enſuing, after the death of the ſaid *E.* and *A*: And for default of ſuch Iſſue, then if all and every perſon and perſons, to whom the next and immediate Remainder of the ſaid Premiſſes, by force, and according to the effect of the Uſes aforeſaid, ſhall then next and immediately belong and appertain, as they, and every of them ſhall come to, and be in actual poſſeſſion of the ſaid Premiſſes, ſhall not, or do not yearly after the ſeveral deaths of the ſaid *E.* and *A.* without Iſſue-male of their ſeveral Bodies as aforeſaid, content and pay unto ſuch ſaid Daughter and Daughters of the ſaid *A.* the whole and juſt Sum of, &c. of like lawful money of *England*, at one whole and entire Payment, in and upon, &c. yearly, untill ſuch time as ſuch ſaid Daughter and Daughters of the ſaid *A.* their Executors or Aſſigns, or ſome of them ſhall, may or might, have had, and received the whole and juſt Sum of, &c. to, and for the uſe, benefit and behoof of ſuch ſaid Daughter and Daughters of the ſaid *A.* for, and towards their better Preferment, Education and Advancement; the firſt payment thereof to be made in and upon the, &c. next enſuing, after the death of the ſaid *E.* and *A.* without Iſſue-Male of their, or either of their Bodies as aforeſaid. Or otherwiſe, if it fortune the ſaid *A. S.* to dye, without Iſſue-Male, or Iſſue of his Body lawfully begotten, then if the Iſſue-Male of the Body of the ſaid *E.* if the ſaid *E.* ſhall have any Iſſue-Male of his Body lawfully begotten, and for default of ſuch Iſſue, if all and every other other perſon and perſons, to whom the next and immediate Remainder of the ſaid Premiſſes, by force, and according to the effect of the Uſes aforeſaid, ſhall next and immediately belong and appurtain, as they, and every of them ſhall come to, and be in actual poſſeſſion of the ſaid Premiſſes, ſhall not, or do not after the death of the ſaid *A.* without Iſſue-Male of his Body, and after the death of the ſaid *E.* ſhall not, or do not content and pay unto the ſaid *R. H.* [illegible] unto the Survivors or Survivor of them, his or their Heirs, the whole and juſt Sum of, &c. of like lawful money of *England*, at one whole and entire

Payment, in and upon the, &c. yearly, and untill such time as they the said *R. H. T. T.* or the Survivor or Survivors of them, or the Heirs of the Survivor of them, shall, may, or might have had, and received the whole and just Sum of, &c. to be by them used, bestowed, paid, and imployed to, and for such Use and Uses, and to the use of such person and persons as the said *E. S.* by his last Will and Testament, or other his Deed or Writing, under his Hand and Seal, in his life-time shall set down, express, limit, or appoint the first Payment thereof to be made in and upon, &c. next ensuing, after the death of the said *E. S.* and *A. S.* without Issue-Male of their, or either of their Bodies as aforesaid, that then, by, and immediately after such default of Payment of the said yearly sum of, &c. or any part or parcel thereof so to be made by the Issue-male of the Body of the said *A.* and for default of such Issue-male, by the Issue-male of the Body of the said *E.* and for default of such Issue, by any other person and persons to whom the next and immediate Remainder of the said Premisses, by force of these presents, shall belong and appurtain in manner and form aforesaid, the said Fine and Fines, Recovery and Recoveries, Estate, Conveyance and Assurance so to be had and made of the said Premisses as aforesaid, other then the said Messuage, and the Execution thereof shall be: Say also, that they the said *R. H. T. T.* and their Heirs, and the Survivor of them, and his Heirs, shall stand and be seised of, and in all the said Manners, Messuages, Lands, Tenements and Premisses, other then the said Messuage as aforesaid, to such intent and purpose, that it shall and may be lawful to, and for such Daughter and Daughters of the said *A.* their Executors and Assigns; and for default of such Issue of the Body of the said *A.* unto the said *R. H. T. T.* or to the Survivors or Survivor of them, his and their Heirs, after the death of the said *A.* and after default of payment, and so often as default of payment shall be made by such Issue-male of the Body of the said *A.* or by such Issue-Male of the Body of the said *E.* or by such other person or persons from time to time, so long as, and untill such time as the said Daughter and Daughters of the said *A.* And for default of Issue of the Body of *A.* then the said *R. H. T. T.* or their Heirs, and the Survivor of them, his and their Heirs, shall or may, or otherwile might have received the said several Sums of money, in manner and form aforesaid, to enter and distrain, as well for the said yearly Sum or Payment of, &c. as also for the Arrearages thereof, and for so much thereof, as shall so fortune to be behind and unpaid; at the time of such default of Payment, by the Issue-male of the Body of the said *A.* and in default of such Issue, by the Issue-male of the Body of the said *E.* and in default of such Issues, by such other person and persons as is aforesaid: And the Distresse, &c. to detain and keep, untill she or they, and every of them, of the said yearly Payment or Rent of, &c. and every part then to be due, be fully contented, satisfied and paid, any Use, or limitation of Use before in these Presents expressed, other then the said yearly Rent or Payment of, &c. afore by these presents limited, for the fulfilling and making up of the Joynture of the said *A.* and the 400 *l.* to be paid to the said *R. H. T. T.* to the benefit and behoof of the Daughters of the said *E.* to the contrary thereof in any wise notwithstanding.

If *A.* have no Issue, then the money to be levyed to such uses as *E. S.* by his Will shall appoint.

And it is further covenanted, granted and fully agreed, by and between the Partyes to these presents, for them and their heirs, that all such Lands, Tenements and Hereditaments, parcel of the Premises, which shall be demised, granted, devised, leased or appointed, to any person or persons, by the said *E.S.* according to the true intent and meaning of these provisoes, before in these presents mentioned, above every part and parcel thereof, immediately by, and after such Leise, Demise, devise, limitation or appointment, had and made, shall remain and be. And that the said Fine and Fines, Recovery and Recoveries, and the Assurance, Conveyance and Estate, so to be knowledged, levied, had and made of the said Premisses, shall be; and also that they the said *R.H.T.T.* and their Heirs, shall stand and be seized of the said Premisses, or of so much thereof, as shall be so demised, leased, devised, or appointed as aforesaid, to the use of every such person and persons, to whom the same shall be so demised, devised or appointed, for and during such Term, Estate and Terms, and by and under such Rents, Services and Boones, Averages, and Conditions, as shall be contained in every such said Demise, Devise and Lease, and the Reversion and Reversions thereof, to the use and behoof of such person or persons, to whom the said Lands and Tenements, should or ought, by the purport and true meaning of these presents, to have reversed, remained, come or been, if no such Demise, Devise, Lease, or Appointment, had been thereof had or made, and of like Estate and Course of Inheritance, and with such Remainder and Remainders, in like sort, and in the same order, degree, manner and form, to all intents and purposes, as the same should or ought to have come, Reverted, remained or been, if no such Demise, Devise, Lease, Grant or Appointment, had been thereof had or made in any wise: Provided always, and it is likewise Covenanted, granted, and fully agreed; by and between the said parties to these presents, for them and either of them, their, and either of their Heirs and Assigns, that if the said *A.* Wife of the said *A.* shall fortune to dye without any Issue of her Body, lawfully begotten by the said *A. S.* at any time, during the natural life of the said *E.S.* that then, and from thenceforth, all the use, uses, and charges before, in and by these presents, limited, appointed, created or raised, of or in the premises, other then of, and in the said Messuage, and other then the said Annuity or annual Rent of, &c. by the year, before by these presents limited, appointed, or intended unto the said *A.* and *A.* his Wife, shall cease, end and determine, and that then, and from thenceforth, as well the said Fine and Fines, Recovery and Recoveries, and other Assurances aforesaid, afore by these presents, covenanted to be levied, knowledged, suffered and made of the said premisses, and the Execution thereof, shall be, and also that then, and from thenceforth, they the said *R.H.T.T.* and their Heirs, and the Survivor of them and his Heirs, shall stand and be seized, of and in all and singular the said Manors, other the Appurtenances, and except the said Messuage, and other the Appurtenances, and except the said Annual Rent, of &c. by the year before by these presents limited and appointed unto the said *A.* and *A.* as aforesaid, and of every part and parcel thereof, to the use and behoof of, &c. And the said *E.S.* for the causes and considerations aforesaid, for him, his Heirs, Executors and Administrators, doth Covenant, grant, and agree to and with the said *A.N.* &c. their Heirs, Executors, Assigns, and to and

Proviso, if *Ann* die without Issue by *A.* then the uses to be void.

with every of them, by theſe preſents, that if the ſaid Fine and Fines, Recovery and Recoveries, and other the ſtate before covenanted to be conveyed by the ſaid *E. S.* to them the ſaid *R. H. T. T.* be not lawfully and perfectly levied, knowledged, ſuffered, executed, and perfected, before the ſaid Feaſt of, &c. He the ſaid *E. S.* and his Heirs, and all and every other perſon and perſons, and their Heirs that now are, or ſhall at any time hereafter ſtand, or be ſeized, of all, or any the ſaid Mannors, Meſſuages, Lands, Tenements and Hereditaments, not aſſured, or not conveyed to the uſes, or intents before mentioned, by reaſon of any want or imperfection, ſhall for the conſiderations aforeſaid, ſtand, continue and be ſeized thereof, and of every part and parcel thereof, which are not, or ſhall not be conveyed and aſſured, according to the true intent and meaning of the Covenants and Limitations aforeſaid, to ſuch ſeveral uſes, intents, purpoſes, limitations, conditions, proviſoes, and agreements, as before in theſe preſents are limited and declared, of the ſame Premiſes, and of every part and parcel thereof, according to the true intent and meaning of theſe preſents, any thing before-mentioned, to the contrary thereof in any wiſe notwithſtanding.

Incumbrances. **And further alſo**, that the ſaid Mannors afore covenanted to be conveyed or aſſured as aforeſaid, and every of them, and every part and parcel thereof, now are, and ſo ſhall from time to time, and at all times, &c. except the Rents and Services from henceforth to be due and payable to the chief Lord or Lords of the Fee or Fees thereof, the Title of Dower of *A.* now Wife of the ſaid *E. S.* and all Conveyances, Aſſurances, Acts and Things whatſoever, in theſe preſents covenanted and permitted to be made or done by the ſaid *E. S.* and ſuch Leaſes, or promiſes of Leaſes, as have been made by the ſaid *E. S.* before.

Further Aſ- **And further likewiſe**, That he the ſaid *E. S.* and the Heirs and Aſſigns of the ſaid *E.* and every of them, ſhall and will well and truly, at all and every time and times hereafter, during the term of &c. make, do, knowledge, ſuffer, execute and accompliſh, and cauſe to be made, done, knowledged, ſuffered, executed and accompliſhed, all and every ſuch further act and acts, thing and things, Conveyance and Conveyances, Aſſurance and Aſſurances in the Law whatſoever, be it, or they, by Fine or Fines, with Proclamations, Recovery or Recoveries, with ſingle or double Voucher or Vouchers, Deed or Deeds, to be lawfully and perfectly executed, or any other way or means whatſoever, be it by matter of Record or otherwiſe, as by the ſaid *J. O.* his Heirs or Aſſigns, or his, or their Councel learned in the Law, ſhall be lawfully and reaſonably deviſed, adviſed or required, for the further, better, and more perfect aſſurance, ſurety, ſure making, conveying and aſſuring of the ſaid Mannors, Meſſuages and Premiſſes, with the Appurtenances, to ſuch ſeveral uſes, intents, purpoſes, conditions, limitations, proviſoes, matters, agreements, and things, as before in theſe preſents are expreſſed, ſet forth, limited, declared, or appointed of the ſaid premiſes, and every, or any part or parcel of the ſame, and to no other uſes, intents, purpoſes, or meanings in any wiſe.

For Tithes. **And whereas**, the ſaid *E. S.* is, and at this preſent ſtandeth poſſeſſed for the Term of many years, yet enduring of, and in all the Tithes of Corn, Grain, and Hay, yearly coming, growing, encreaſing, and renewing, of, or within the

Town,

Town, Town-ſhips, Fields, Hamlets, or Territories of, &c. within the ſaid County of *L.* and of the Tithe-barn of *H.* aforeſaid, and of all other Tithes whatſoever, belonging unto, or uſually joyned in the ſaid Tithe-barn of &c. and alſo of and in the Rents reſerved upon any Leaſe or Leaſes, made of the ſaid Premiſes, or of any part thereof. Now, the ſaid *E.S.* for himſelf, &c. doth Covenant, grant and agree to and with the ſaid *J.O.* his &c. by theſe preſents, that all ſuch part of the ſaid Term or Terms of years and Intereſt, of and in the ſaid Tithe-barn, and Tithes and Premiſes, as the ſaid *E.S.* now hath, which he the ſaid *E. S.* ſhall not hereafter grant, demiſe, let, or bequeath, to any perſon or perſons, by his Deed or Deeds, under his Hand or Seal, or by his laſt Will and Teſtament in Writing, ſhall after the deceaſe of the ſaid *E.* be conveyed, remain, come and be to the ſaid *A.* to his own uſe, for the better maintenance of the Hoſpitality and Houſe-keeping, by the ſaid *A. S.* at *S.* aforeſaid. Provided alwayes, and nevertheleſs, it is the true intent and meaning of all the ſaid parties to theſe preſents, that if the ſaid *E.S.* be minded or determined at any time, during his natural life, to alter and determine the State and Eſtate limited in uſe, in ſuch ſort as is aforeſaid, to the ſaid *T. S.* and the Heirs males of his Body lawfully begotten; and for default of ſuch Iſſue to the ſaid *J. S.* forth of his life, without Impeachment of Waſt, and after his deceaſe to, &c. and ſhall alſo by his Deed indented, at any time hereafter to be made between the ſaid *E. S.* of the one part, and the ſaid *R.H. T.T.* or the Survivors or Survivor of them on the other part, or by his laſt Will and Teſtament in writing under his Hand and Seal, declare and limit the ſame, or ſuch other uſes, as ſhall ſo ſeem meet and convenient to the ſaid *E. S.* That then, and from thenceforth, the ſaid Eſtates and uſes limited and appointed before by theſe preſents, to the ſaid *T. S.* to ceaſe and determine, and to be utterly voyd, as though the ſame had never been had, made, limited, or appointed. And that then, and from thenceforth the ſaid Eſtates and Conveyances before mentioned, and every of them, ſhall be, and that they the ſaid *R. H. T.T.* and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, ſhall ſtand and be ſeiſed of the ſaid Mannors, Meſſuages, Lands, Tenements and Premiſſes, and every part thereof, to all the uſes and intents afore mentioned, in ſuch ſort, manner, form, courſe and degree, as the ſame are before expreſſed, the uſes before limited to the ſaid *T.S.* and the Heirs male of his body onely excepted, and afterwards to ſuch new and other uſes, and for ſuch Eſtate and Eſtates, as ſhall be by the ſaid Deed indented, laſt before mentioned, or by the ſaid laſt Will and Teſtament, limited and appointed by the ſaid *E.S.* to the ſaid *T. S. J. S.* or to any of them, or to any other perſon or perſons, nevertheleſs charged and chargeable with ſuch Rents, Payments, and other matters as are before mentioned: In Witneſs whereof, &c.

Revocation of part.

Indenture
Judgement of Covenants of Marriage for assuring a Joynture.

THis Indenture made, &c. Between the Right Honourable Sir *W. C.* Knight, Baron of *B.* of the one part, and the Right Honourable *E. de V.* Earl of *O.* Viscount *B.* and Lord of *B.* and *R.* of the other part, Witnesseth, That the said Earl, for and in consideration of a Marriage already had and solemnized, between him the said Earl, and the Lady now his Wife, Daughter of the said Sir *W. C.* and for, and in consideration of the Summe of 3000 *l.* of &c. to him, &c. And for a competent Joynture to be had to the said Lady *A.* now Countess of *O.* doth Covenant and grant for him, his Heirs, Executors and Administrators, to and with the said Sir *W. C.* his Heirs, Executors, and Administrators, in manner and form following. That is to say, That he the said Earl or his Heirs, before the Feast of *A.* next ensuing the day of the date hereof, shall and will at the costs and charges in the Law of the said Sir *W. C.* his Heirs, Executors or Administrators, sufficiently assure, and convey by Fine or Fines, Recovery or Recoveries, in due form of Law to be levied and suffered, unto the Right Honourable Sir *J. D.* Kt. Lo. *D.* of *C. T. D.* Sir *W. F.* Kt. and *H. G.* Esq; and to their Heirs, or to the Heirs of one of them, all the Mannors, Messuages, Mills, Tofts, Lands, Tenements, Meadows, Leasures, Pasture, Woods, Under-woods, Moors, Marshes, Heaths, Wast-ground, Waters, Fishings, Rents, Reversions, Services, Courts, Liberties, Franchises, and Hereditaments of the said Earl whatsoever, hereafter mentioned and expressed, with all and singular their Rights, Members and Appurtenances; That is to say, All those the Mannors, Lordships, Tenements and Farms of *W. N. B. C. D.* with all and singular their Rights, Members and Appurtenances, in the County of *E.* and all and singular, the Farms, Granges, Parks, Lands, Tenements and Hereditaments of the said Earl, in the said County of *E.* called or known by the names aforesaid, or any of them. And also, all and singular Farms, Messuages, &c. And it is Covenanted, Granted, Concluded, Condescended and Agreed by these presents between the said parties for them and their Heirs, that the said Assurance and Conveyance, by Fine or Fines, Recovery or Recoveries to be made by the said Earl, or his Heirs, to the persons aforesaid, and to the Heirs of one of them, and all other Assurances and Conveyances of the said Mannors, and all other the premisses, and every parcel thereof to be made to the said persons, or any of them, before the Feast of *A.* next coming, shall be to the Uses, Behoofs, Intents and Purposes hereafter expressed, That is to say, To the use and behoof of the said Earl, for term of his life, and after his decease then to the use and behoof of the said Lady *A.* now Wife to the said Earl, for and during her natural life, for, and in full recompence and satisfaction of the Dower which the said Lady *A.* by reason of the said Marriage had and solemnized between the said Earl and her, may or might by any way or means, challenge, claim, or demand of any the Honours, Castles, Mannors, Lands, Tenements and Hereditaments which the said Earl now hath, or heretofore hath had, or at any time hereafter shall or may have, during the Coverture between him and the said Lady *A.* and after the decease of both the said Earl and Lady *A.* then to the use of the right Heirs of the said Earl for ever.

Particulars differeth.

Uses.

Provided

[illegible] always, and it is agreed between the ſaid parties, that if it ſhall fortune that the ſaid Lady *A.* at any time hereafter, during the life of the ſaid Earl, ſhall be fully and perfectly reſolved and determined joyntly with the ſaid Earl, or otherwiſe, by any way or mean, directly, or indirectly, or immediately to levy any Fine, or ſuffer any Recovery, or do, or aſſent to do any thing by names of Record, or otherwiſe, whereby the Eſtate of, and in the premiſſes before limited, or appointed to her the ſaid Counteſs, for term of her life, or whereby any Eſtate or Term for years, or Intereſt of the ſaid Eſtate to her limited of, and in the ſaid Mannors, Lands, Tenements, Hereditaments, and other the premiſſes, or any parcel thereof ſhould, or might paſſe, or be altered, diſcontinued, taken away, removed, charged, incumbred, or deveſted out, or from the ſaid Lady *A.* and ſhall attempt, or go about, or put in ure any ſuch full and perfect Reſolution and Determination, that then immediately after ſuch attempt, or going about the ſaid Uſe and Eſtate for life of, and in the premiſſes before limited and appointed to the ſaid Lady *A.* as touching all the premiſſes, or ſuch part or parcel of the premiſſes, or touching any ſuch attempt, or going about ſhall be made, ſhall ceaſe, and be utterly void, touching the ſaid Lady *A.* And that then, and from thenceforth, the ſaid Aſſurance and Conveyance by Fine or Fines, or Recovery or Recoveries, and other Aſſurances to be made to the ſaid Sir *I.D. L.D. T.D. W.F.* and *H.G.* and to their Heirs, or the Heirs of ſome of them, after the ſaid Eſtate for life before limited and appointed to the ſaid Earl, ended and determined ſhall be, and the ſaid *I.D. L.D. &c.* and their heirs, and the heirs of every of them, and all other perſons ſeized of the premiſſes, ſhall from henceforth ſtand and be ſeized of, and in all the premiſſes, or of ſuch part and parcel of the premiſſes, touching of which ſuch attempt, or going about ſhall be had or made to the uſe and behoof of *W. H.* Son and Heir apparent of the ſaid Sir *W.F. T.S.* Eſq; *W.C.* Eſq; ſecond Son of Sir *A.C.* and their heirs, for and during the life of the ſaid Lady *A.* to the end and intent, that the ſaid *W.* Son of *W.T. S.* and *W.C.* and the Survivor of them, or the Heirs of the Survivor of them, after the deceaſe of the ſaid Earl (if the ſaid Lady *A.* ſhall fortune to over-live the ſaid Earl) ſhall and may grant over their Eſtate to the ſaid Lady *A.* in the ſame Premiſſes within 6. weeks after the deceaſe of the ſaid Earl; and after the deceaſe of the ſaid Earl, and the ſaid Lady *A.* then the ſaid Fines, Recoveries, and other the ſaid Aſſurance, ſhall be to the Uſes and Behoofs before in theſe preſents limited, and appointed, to be behind, and to take place after the deceaſe of the ſaid Earl, and Lady *A.* his Wife. Provided alſo, and it is Covenanted, Granted, Concluded and Agreed between the ſaid parties, and their Heirs, that the ſaid Earl ſhall, and may at all times hereafter, from time to time during his life, make Leaſes by Indentures of 21 years or under, to begin immediately after the date of the ſaid Indenture of any part of the ſaid Mannors, Lands, Tenements, and other the Premiſſes before limited, and aſſigned to the Joynture of the ſaid Lady *A.* other then of the ſaid Mannors and Farms of *W. N.* and *B.* with their Appurtenances. And of the Seite, Orchard, Gardens, Lands, Tenements, Meadows, Leaſes, Paſtures, Woods, Waters, Fiſhings, and other Hereditaments being accounted to be parcel of any of the ſaid Mannors or Farms of *W. N.* and *B.* and other then the ſaid Lands, Tenements, and Hereditaments in the ſaid Pariſhes

Proviſion, that if the Lady *Anne* joyn in aſſurance by Fine *vel alias*, for alienig, or conveying over any the Land limited to her for life, then her Eſtate to ceaſe, and the Feoffees to ſtand ſeized to thoſe of ſtrangers to them after the death of the Earl, they may reconvey their Intereſt to the uſe of Lady *Anne* back again.

Power to make Leaſes.

Parishes, Towns, and Hamlets of *W. E.* and *E. B.* and also shall and may at all times hereafter, from time to time, during his life, make Leases by Indenture for term of 3 lives, or 4 lives, of any part of the said Mannors, Lands, Tenements, and Hereditaments, within the said County of *C.* and of the City of *C.* being then out of Lease, to begin immediately upon the making of any such Lease or Leases, so as upon every such Lease for life or lives, or years, to be made the old and accustomed Rents, Duties, and Services, or more, shall be yearly reserved, and payable yearly, during the said terms, unto such to whom the immediate Reversion or Remainder therein shall be, and ought to have the said Rents by the intent of these Presents, and the said Assurances and Conveyances of the Premises, by Fine, Recovery, or otherwise to be made, and every of them shall be and enure: And the said persons to whom the said Assurances and Conveyances shall be made, and their Heirs and Assigns, shall stand and be seized of the Premises, and every part thereof, so to be demised and let, to the use and behoof of all and every such persons, to whom any such Lease or Demise shall be made, and to their Heirs, Executors, Administrators, and Assigns, during the said term and terms, to be contained in the said Demises and Lesses, according to the tenor and effect of the said Demises and Leses; So as the same Leasees, their Executors, Administrators, and Assigns, and such others, as shall have interest and terms of such Leases, shall and do content and pay, to such as shall have at that time the immediate Reversions or Remainders of the Premisses, the Rents and Services to be reserved in their Leses, at the times in the said Leases mentioned, or within one moneth next after. And do also perform the Conditions and Covenants specified in the said Indentures of their Demises, and so as they do not, nor make any waste or spoil in the Houses, Buildings, Lands, Tenements, and Grounds so to be let.

And the said Earl, for him, his Heirs, Executors and Administrators, doth Covenant and Grant by these presents, to, and with the said *W. B.* of *L.* his Executors and Administrators, that the said Mannors, Lands, Tenements, and other the Premisses so to be conveyed and assured, as is aforesaid, now be, and at the time of the said Assurance to be made, shall be, and shall or may after the death of the said Earl, and during the life of the said Lady *A.* continue, and be of the clear yealy value of 91. 6 s. 8 d. over and above all quit-Rents, and other Rents and Charges issuing payable, or going out of the Premisses. And over and above all usual Fees or Wages, due or usually paid to the Stewards, Bayliffs, Receivers, Auditors, and other ordinary Officers of the Premises heretofore accustomed to be allowed, or paid out of, or for the Premisses, or any parcel thereof, other then the Fees, Annuities and Charges hereafter expressed, which be issuing and going out of some part of the Premisses, during the time hereafter declared; That is to say, to *E. A.* Doctor in Physick, 20 l. yearly during his life, to *R. B.* yearly during his life 20 l. and to either of *S. S.* and *W. F.* Esq. during their several lives 31. 6 s. 8 d. of, and from which yearly Rents and Annuites, he, the said Earl, for him, his Heirs, Executors and Administrators, doth Covenant and Grant by these presents, to, and with the said Sir *W. C.* his Executors and Administrators, that the Heirs, Executors or Administracors of the said Earl, shall and will from the time of the death of the said

Earl,

and during the life of the said Lady *A.* acquit, discharge, or save harmless, as well the said Lady *A.* and her Assigns, as the said Mannors, Lands, Tenements, and other the Premisses, and every parcel thereof. And the said Earl, for him, his Heirs, Executors and Administrators, doth Covenant and Grant by these presents, to, and with the said *W.* his Heirs, Executors and Administrators, That he the said Earl, and his Heirs, shall and will at all times hereafter, during the space of 2 years, now next ensuing, make, do, and suffer to be done, at the Costs and Charges in the Law of the said *W. B.* of *B.* his Heirs, Executors or Administrators, all and every Act and Acts, Thing and Things, as shall be reasonably devised or advised by the said *W. B.* of *B.* his Heirs, Executors or Administrators, or by his or any of their learned Council in the Law; for the further assurance, and sure making of the said Mannors, Lands, Tenements, and other the Premisses, to be had, made, conveyed and assured, as is aforesaid, to the uses, intents and meanings aforesaid: So as he the said Earl, or his Heirs, be not compelled for the making, doing, or suffering of such further assurance or conveyance, to travel out of the place where he or they shall be. And the said Earl, for him, his Heirs, Executors & Administrators, doth Covenant and Grant by these presents, to, and with the said *W. B.* of *B.* his Executors and Administrators, That he the said Earl, nor his Heirs, at any time during the life of him, and of the said Lady *A.* shall not fall, sell, or carry away, or cause to be fallen, sold, or carried away any Woods or Under-woods, or Copices growing or being, or that hereafter shall grow, or be, in and upon any of the said Lands, Tenements and Hereditaments, in the Parishes, Towns, Hamlets, and Fields of *W.* aforesaid, or any of them, untill the same Copices, Woods or Under-woods, shall be of the age of 17 years growth, or more. And that he the said Earl shall and will at all times hereafter, during his life, (if the said Lady *A.* shall so long live) leave, permit, and suffer so many Oaks, and other Timber-Trees, growing and being in and upon the Mannor of *W. H.* and other the Premisses, in the Parish, Towns, Hamlets, and Fields of *B, E, A,* and *B, M,* to stand, grow, remain, and be in good and sufficient Estate and Plight, in and upon the said Mannor, and other the Premisses, in the Parishes, Towns, and Hamlets, last before recited, as shall be sufficient for the maintenance and supportation of the Houses, Edifices, Buildings, Pales, Inclosures, Gates, Bridges, Soles, and for all other Necessaries, in, upon, and about the same Mannor of *W.* and other the Premisses, in the said Parishes, Towns, and Hamlets, last before specified. And further, That the Heirs, Executors, and Administrators, of the said Earl, shall and will at all times after the decease of the said Earl, and during the life of the said Lady *A.* acquit, discharge, or sufficiently save and keep harmless, as well the said Mannors, Lands, Tenements, and all other the Premisses; as also the said Lady *A.* and her Assigns, of, and from all Debts, Legacies, and Bequests, made by the last Will and Testament of the Right Honourable *J.* late Earl of *O.* Father of the said *E.* now Earl of *S.* and of & from all & all manner of former Bargains, Sales, Recognizances, Statute-Merchant, and of the Staple, Rents, Charges, Annuities, and other Titles, Charges, and Incumbrances whatsoever, had, done, or made by the said Right Honourable *J.* late Earl of *O.* Father to the said now Earl, at any time heretofore or hereafter, and

Covenant for further Assurance.

Covenant not to fell Timber, Wood, or Underwoods.

and before ſufficient aſſurance of the ſaid now Earl to be made, all Leaſes for years, life or lives heretofore made of the Premiſſes, or any part thereof, by which the yearly Rents and Services heretofore uſed to be paid, be reſerved and payable yearly, during the continuance of the ſaid Leaſes: And all Leaſes hereafter to be made by the ſaid Earl, according to the Agreements, Tenors, and true meaning of theſe Preſents. And all Fines for Alienations to be due for the making of any Aſſurance, covenanted and granted to be made by theſe Preſents, if any ſuch Fines for Alienations ſhall be due, of which Fines the ſaid *W. B.* of *B.* covenanteth and granteth by theſe Preſents, to acquit, diſcharge, and ſave harmleſs, as well the ſaid Earl, his Heirs, Executors, and Adminiſtrators, as the ſaid Mannors, and other the Premiſſes, onely excepted and fore-prized. And to the end that the ſaid Earl may be ſure that the ſaid Lady *A.* (if ſhe chance to over-live the ſaid Earl) ſhall not challenge or claim Dower of the reſidue of the Inheritance of the ſaid Earl, nor ſuch perſons to whom he ſhall make any Eſtate for years, life, in Tail, or in Fee-ſimple, of any part of the reſidue of his Inheritance, ſhall be diſturbed or inquieted, in the peaceable or quiet occupying and enjoying the ſame reſidue of the ſaid Earls Inheritance, or of any part or parcel thereof, nor ſuch Bonds as the ſaid Earl ſhall make for performance of any Bargain, of any part of the ſame, reſidue of the ſaid Earls Inheritance, ſhould be in danger of forfeiture, by means of challenge, claim, or obtaining of ſuch Dowers. Therefore the ſaid *W. B.* of *B.* for him, his Heirs, Executors, and Adminiſtrators, doth covenant and grant by theſe preſents, to and with the ſaid Earl, his Heirs, Executors, and Adminiſtrators, that the ſaid Lady *A.* (if ſhe chance to over-live the ſaid Earl, and if alſo ſhe and her Aſſigns ſhall and may enjoy all and every the ſaid Mannors, Lands, Tenements, and Hereditaments, to her before limited and appointed for her Joynture, according to the true intent and meaning of theſe Preſents,) ſhall within one year, next after the death of the ſaid Earl, ſhe then being unmarryed, and the ſaid *W. B.* of *B.* then being in life, aſſent, and agree unto her Joynture, limited and appointed to her, in and by theſe Preſents, ſo effectually, that by the ſame ſhe ſhall be barred and excluded by the Law of her Dower, to be had of any of the Mannors, Lands, and Tenements, that then heretofore were to the ſaid Earl, unleſs it be for recompence of ſuch part of her Joynture as ſhall be recovered, evicted, or deveſted from her, if any part ſhall be with recompence, ſhe ſhall and may demand and ſue for, according to the Statute. Provided, notwithſtanding her ſaid Aſſent and Agreement to be made as aforeſaid. And the ſaid Earl, in conſideration aforeſaid, for him, his Heirs, and Aſſigns, doth covenant and grant by theſe Preſents, to and with the ſaid *W. B.* of *B.* his Heirs and Aſſigns, that he the ſaid Earl, his Heirs and Aſſigns, and all and every other perſon and perſons, that now ſtand or be ſeiſed, or that hereafter ſhall ſtand or be ſeiſed, of and in the Mannors, Lands, Tenements, and Hereditaments, and other the Premiſſes, with all and ſingular their Appurtenances, or of any part or parcel thereof, ſhall immediately from and after the Feaſt of *A.* next enſuing the date hereof, ſtand and be ſeiſed of ſuch and ſo much of the ſaid Mannors, Lands, Tenements, and Hereditaments, and all other the Premiſſes, as before the Feaſt of *A.* next coming, ſhall not be ſeiſed

A Covenant, that the Lady *A.* ſhall not claim Dower in any other the Earl's Lands.

That the Feoffor, and all others, ſhall ſtand ſeiſed to the uſe above declared.

ſaid and conveyed by Fine or Fines, Recovery or Recoveries, or otherwiſe, to the uſes and behoofs above expreſſed, according to the intent and true meaning of theſe preſents, to the uſes, intents, and purpoſes before expreſſed, and to no other uſe, intent or purpoſe: In witneſs whereof, &c.

An Indenture for a Womans Joynture, containing Covenants for gift of Mony, Apparel, and Marriage-dinner.

THis Indenture, &c. Between *W. S.* of *W.* Gent. on the one part, and *N. K.* of *G.* in the County of *M.* Gent. and *A. P.* Cit. and G. of *L.* on the other part. Witneſſeth, That whereas the ſaid *W. S.* and *R. K.* Gent. natural Brother of the ſaid *N. K.* have concluded and agreed for a Marriage to be had between the ſaid *R.* and *A. S.* the onely Child and Daughter of the ſaid *W.* The ſaid *W.* for, and in conſideration of the ſaid Marriage ſo between the ſaid *R.* and *A.* to be had, doth Covenant and Grant to, and with the ſaid *N. K.* and *A. P.* their Executors and Adminiſtrators, and every of them by theſe preſents, in manner and form following, That is to ſay, That whereas the ſaid *W. S.* now is, and ſtandeth lawfully and ſolely ſeized of good and perfect Eſtate in Fee-ſimple, of, and in certain Free-hold Lands and Tenements, with their Appurtenances in *L.* marſh, of the yearly value of 10 *l.* or above, and of, and in 2. Meſſuages or Tenements, with their Appurtenances in *M.* Lane in *L.* now or late in the ſeveral Tenures, &c. extending to the yearly value of 12 *l.* or above. That after the ſaid Marriage ſhall be had and ſolemnized between the ſaid *R.* and *A.* the ſaid *W. S.* and his Heirs, and all other perſon and perſons ſeized, or to be ſeized, of the premiſes, or any part thereof, ſhall thereof, and of every part thereof, ſtand and be ſeized to the uſe of the ſaid *W. S.* for, and during the natural life of the ſame *W.* And after his deceaſe, then to the uſe of the ſaid *R. K.* and *A. S.* and the Heirs of the Body of the ſaid *A.* by the ſaid *R. K.* lawfully to be begotten, and for lack of ſuch Iſſue to the next and right heirs of the ſaid *W. S.* for ever, and to none other uſe or uſes whatſoever. And, the ſaid *W. S.* for him, &c. Covenanteth with the ſaid *N. K.* and *A. P.* &c. That the ſaid Meſſuages, Lands, Tenements and Hereditaments, with their Appurtenances, ſhall, or lawfully may ſtand, continue and abide for ever, to the uſes aboveſaid, clear and free diſcharged and acquitted, or at all times ſufficiently kept harmleſs by the ſaid *W.* his Heirs, Executors, or Adminiſtrators, of, and from all and ſingular former bargains, &c. had, made, granted, knowledged or agreed unto, or to be had, &c. by the ſaid *W. S.* or his, Leaſes, for term or terms of years; whereupon, the ſaid former uſual Yearly Rents are reſerved, onely except. And alſo, That he the ſaid *W. S.* and all other perſons having, or which ſhall have any Right, Title, or Intereſt, in or to the Freehold of the Premiſſes, or any part thereof, by or from the ſaid *W. S.* at all times, during one year next after the ſaid Marriage had and ſolemnized between the ſaid *R.* and *A.* at the reaſonable Requeſt, and Coſt and Charges of the ſaid *R.* ſhall and will make, do, knowledge and ſuffer all and ſingular ſuch and Acts, thing and things, with warranty onely againſt the ſaid *W.* and

W. and his heirs, as by the ſaid *R.* or his Learned Councel, ſhall be lawfully and reaſonably deviſed or adviſed, for the better or further aſſurance of all and ſingular the Premiſſes to be had, conveyed, and made ſure to the uſes aforeſaid, without any fraud or covin; and alſo, that for the Conſideration aforeſaid, he the ſaid *W.* at or before the day of the Solemnization of the ſaid Mariage, ſhall and will give and deliver to the ſaid *R.* and *A.* ſo much Plate, Jewels, Houſhold-ſtuffe and Apparel, as being reaſonably and indifferently priſed, ſhall amount to the Summe of 60 l. of &c. and ſhall pay moreover to the ſaid *R.* and *A.* 25 l. of like money, at or before the day of the ſame Marriage, and other 25 l. within one year then next following, and ſhall procure, that the ſaid *R.* and *A.* by the ſpace of 2. years next after their Marriage, ſhall and may have, and occupy Rent-free, all that Tenement ſcituate, &c. if *A. B.* Wife whom the ſaid *W.* by Gods favour, ſhall ſhortly take to Wife, do live ſo long, and ſhall alſo give moreover to the ſaid *R.* and *A.* their Marriage Dinner, at the Coſts and Charges of the ſaid *W. S.* Provided always, and the ſaid parties to theſe preſents, for them and their heirs, do conclude and agree together, that if the ſaid *W.* at any time during his life, ſhall be minded to alienate, grant, bargain or ſell away one of the ſaid Meſſuages ſcituate in *M. Lane* in *L.* aforeſaid, which now is in the occupation of *A. B.* or his Aſſigns, for the yearly Rent of 4 l. That then it ſhall be lawful to, and for the ſaid *W. S.* to alienate, grant, bargain, ſell and aſſure the ſame to any perſon or perſons, and their heirs in Fee-ſimple, or otherwiſe, as to the ſaid *W.* ſhall ſeem convenient, and that then from the time of ſuch bargain and ſale thereof, the ſaid Meſſuage, with the Appurtenances, ſhall remain, and be to the uſe of ſuch perſon and perſons, and their heirs, as the ſaid *W.* ſhall bargain and ſell the ſame unto.

Theſe Preſents to the contrary, &c. In witneſs, &c.

A Womans Joynture in Land, where if any of the Land be evicted from the Woman, uſe is raiſed to her in other Land, during her life.

THis Indenture, &c. Between *W. B.* of *L.* Marchant-Taylor, of the one part, and *R. S.* &c. and *G. P.* of &c. on the other part, Witneſſeth, That where by the Grace of God, there is a Marriage to be had and ſolemnized, between the ſaid *W. B.* and one *S. S.* Daughter of the ſaid *R.* The ſaid *W. B.* for and in conſideration of the ſame Marriage, and for the tender love and affection that he the ſaid *W.* beareth towards the ſaid *S.* and for a competent Joynture and ſtay of living for the ſaid *S.* during her natural life, after the deceaſe of the ſaid *W.* and in full ſatisfaction and recompence of the Dower of the ſaid *S.* doth for him, his Heirs, Executors and Adminiſtrators, Covenant and Grant by theſe preſents, to and with the ſaid *R.* and *G.* and either of them, their, and either of their Executors, that he the ſaid *W.* before the &c. next coming, after the date hereof, ſhall lawfully aſſure and convey, or cauſe, &c. to be lawfully, &c. unto the ſaid *R.* and *G.* and either of them, and their, or either of their Heirs, or to the Heirs of the ſaid *R.* and *G.* one Capital Meſſuage, with

...Appurtenances, together with 2. Houſes thereto adjoyning, in or neer ... in the County of *M.* and alſo 56 Acres of Land, Meadow and Paſture in *K.* and *C.* in the ſaid County of *M.* by the name of 3. Meſſuages, ... Dove-houſe, 3. Gardens, 40 Acres of Land, 20 Acres of Medow, and 10 Acres of Paſture, with the Appurtenances in *K.* and *C.* aforeſaid; which ſaid Aſſurance and Conveyance ſo to be made as is aforeſaid, ſhall be and remain; And, the ſaid *R.* and *G.* and their Heirs, ſhall ſtand and be ſeized of the ſaid Premiſſes, with the Appurtenances, to the onely uſes, purpoſes, limitations and intents hereafter in theſe preſents limited and declared, and to none other uſes, intents or purpoſes, That is to ſay, to the uſe of the ſaid *W.* and *S.* after the ſaid Marriage had and ſolemnized between them, according to the Laws Eccleſiaſtical of this Realm, for the term of their 2. lives, and the longeſt liver of them. And after the deceaſe of the ſaid *W.* and *S.* and the longeſt liver of them, to the uſe of the Heirs of the Body of the ſaid *W. B.* and the ſaid *S.* lawfully begotten, and to be begotten; and for default of ſuch Iſſue, to the uſe of *T. B.* Brother of the ſaid *W.* and of the Heirs male of the Body of the ſaid *T.* lawfully begotten, and to be begotten; and for default of ſuch Iſſue, to the uſe of ſuch and ſo many of the Siſters of the ſaid *W.* That is to ſay, *S.* now Wife of *R. B. E. B.* and *M. B.* Siſters to the ſaid *W.* and of their Heirs for ever, as at the time of ſuch deceaſing without Iſſue, as is aforeſaid, ſhall be in life. And further, the ſaid *W.* for him, *&c.* Covenanteth, *&c.* with the ſaid *R.* and *G.* *&c.* That the Premiſſes, and every part and parcel thereof, with their Appurtenances, ſhall at the time of the ſaid Aſſurance and Conveyance of the Premiſſes, to be made as is aforeſaid, and ſo from thenceforth ſhall from time to time continue, remain, and be of the clear yearly value of 30*l.* of *&c.* above all Charges and Repriſes, notwithſtanding any Act or Acts, thing or things, had, made, done, or willingly ſuffered to be had, *&c.* by the ſaid *W. B.* or any perſon or perſons by his aſſent, meanes or procurement; and that all and ſingular the Premiſſes, with the Appurtenances, ſhall at the making of the ſaid Aſſurance and Conveyance be diſcharged, or otherwiſe ſufficiently ſaved harmleſs, of and from all, and all manner of former Bargains, *&c.* by made, done, or willingly ſuffered, or to be had, made, or done, or willingly ſuffered, by the ſaid *W. B.* or his Heirs, or by *T. B.* Father of the ſaid *W.* or by any other perſon or perſons whatſoever, having or claiming to have, or which at any time hereafter ſhall have, or pretend to have any Intereſt, Eſtate, Right, Title, or Demand, in or to the Premiſſes, with the Appurtenances, or any part or parcel thereof, by, from, or under the ſaid *W.* and *T.* and their Heirs, or any of them. And alſo, the ſaid *W.* Covenanteth, *&c.* that he the ſaid *W.* and his Heirs, ſhall at all times hereafter, and from time to time, upon reaſonable Requeſt or Demand to be made unto the ſaid *W. B.* or his Heirs, by the ſaid *R.* and *G.* or either of them, at the Coſts and Charges in the Law of the ſaid *R.* and *G.* or either of them make, do, knowledge and ſuffer, or cauſe, *&c.* all and every ſuch further Act and Acts, *&c.* as ſhall be reaſonably deviſed, adviſed, or required by the ſaid *R.* and *G.* or either of them, for the better Aſſurance, Conveying and ſure making of all and ſingular the Premiſſes, with their Appurtenances,

By the name.

Uſe of the Conveyance.

Covenant for the value.

Diſcharges of Incumbrances.

Further Aſſurance.

nances according to the ſeveral Uſes, Limitations, Purpoſes and Intents before in theſe preſents limited and declared; and to none other uſes, intents or purpoſes, be it by Fine, Feoffment, Recovery, Releaſe, Deed Inrolled, or otherwiſe with Warranty onely againſt the ſaid *W.* and his Heirs, and *T. B.* Father of the ſaid *W.* and his Heirs. **And further**, for, and upon the Conſiderations aforeſaid, the ſaid *W.* Covenanteth, &c. that if at any time after the deceaſe of the ſaid *W.* the ſaid *S.* ſhall be lawfully evicted, or put out, or from the ſaid Meſſuage, and other the Premiſes, or any part or parcel thereof, that then, and from thenceforth the ſaid *W. B.* his Heirs and Aſſigns, ſhall ſtand and be ſeized of, and in ſuch, and ſo much of one Meſſuage, now called the *C.* and of all, and all manner of Cellers, *&c.* to the ſaid Meſſuage laſt mentioned, belonging, ſcituate in the Pariſh of St. *M.* of *L.* as ſhall amount to the clear yearly value of ſuch, and ſo much of the ſaid Meſſuages, and other the Premiſes firſt mentioned, as ſhall be evicted or taken away, to the uſe of the ſaid *S.* for term of her natural life, and after her deceaſe, to the uſe of the right Heirs of the ſaid *W.* for ever. **And finally**, the ſaid *W.* Covenanteth, &c. that at the time of ſuch eviction, or taking away of the ſaid Meſſuages, and other the Premiſes firſt named, or any part thereof. The ſaid Meſſuages, and other the Premiſes laſt mentioned, ſhall remain, and be clearly diſcharged, or during the natural life of the ſaid *S.* ſhall be ſufficiently kept and ſaved harmleſs of and from all, and manner of Eſtates, Intereſts, Charges, and Incumbrances whatſoever, had, made, done, or willingly ſuffered, or to be had, &c. by the ſaid *W. B.* or any perſon or perſons having or claiming, or which hereafter ſhall or may have or claim any thing by, from, or under the ſaid *W.* In Witneſs, &c.

Uſe to be raiſed in other Land in caſe of Eviction.

An Indenture of Agreement upon Marriage, whereby it is agreed, That the Moneys due to the Wife ſhall ſo remain, as that the Husband ſhall have the Intereſt thereof during his life, and that the Money ſhall be in the Wives diſpoſe.

THis Indenture Tripartite made the day of in the 14th year of &c. Between *A. B.* Cit. and T. of *L.* of the firſt part; *C. D.* of *L.* Wid. the Relict and Executrix of *F. D.* late Cit. and B. of the 2d part, and *G. H.* &c. of *J. K.* &c. of the 3d part. **Whereas** there is an Agreement and Concluſion made between the ſaid *A. B.* and *C. D.* for a Marriage ſhortly to be had and ſolemnized between them; And whereas the ſeveral Sums of Money in the Schedule hereunto annexed mentioned, are payable and due to the ſaid *C. D.* either in her own right, or as Executrix of the ſaid *F. D.* her late husband, as by the Bonds and Securities in that behalf made and taken, may appear. **Now this Indenture Witneſſeth**, That it is hereby teſtified, concluded, declared, and agreed by and between all and every the ſaid parties to theſe Preſents: And the ſaid *A. B.* doth hereby teſtify & declare, That before the ſaid *C. D.* did agree or conſent to the ſaid intended Marriage; and before any

Concluſion

Conclusion thereof was made, the said *A.B.* did consent and agree, and it was so meant, intended, and agreed, between him the said *A.B.* and her the said *C.D.* And the said *A.B.* for himself, his Executors, and Administrators, and for every of them, doth covenant, grant, and agree, to and with the said *G.H.* and *J.K.* their Executors and Administrators, and to and with every of them by these presents, That the several Sums of Money in the Schedule hereunto annexed mentioned, should, shall, and may (notwithstanding the said intended Marriage do take effect) be taken and accompted as a separate and distinct Estate from the Estate of the said *A.B.* and shall be ordered and disposed of and Imployed to such person or persons, and to and for such use and uses, intent and purposes, and in such manner and form as is hereafter mentioned and declared; That is to say, The same still remain and be continued out at Interest during the Joynt lives of the said *A.B.* and *C.D.* And that whensoever the said Moneys or any part of them shall be paid in, the same Moneys, so paid in, shall be put out again at Interest upon such Securities as the said *C.D.* shall approve of, and that the Bonds and Securities to be taken for the same, shall be made and taken in the Names of the said *G.H.* and *J.K.* And it is further testified, declared, and decreed, by and between all and every the said parties to these Presents, and the said *C.D.* doth hereby testifie and agree, and her true meaning was and is, That it shall and may be lawful to and for the said *A.B.* during the Joynt lives of them the said *A.B.* and *C.D.* to receive and have the Interest of the said several Sums of Money, for the better livelihood and maintenance of them the said *A.B.* and *C.D.* And it is further agreed by and between all and every the said parties to these Presents, And the said *A.B.* doth hereby for himself, his Executors, and Administrators, Covenant, Grant, and Agree, to and with the said *G.H.* and *J.K.* their Executors and Administrators, and to and with every of them by these presents in manner and form following; That is to say, That the said several Sums of Money in the said Schedule hereto annexed mentioned, and every of them, and every part and parcel of them, and every of them, shall and may from time to time, and at all times after the death of the said *C.D.* be paid unto, had, taken, received and enjoyed by such person and persons to whom the said *C.D.* shall at any time or times during her life, limit, give, devise, order, appoint or dispose of the same, or any part or parts thereof, either by her last Will and Testament in Writing, or by any Writing purporting or intending to be her last Will and Testament, or by any other Writing to be signed with her hand, or to which she shall put her Mark in the presence of 2. or 3. more Credible Witnesses thereunto. And it is hereby agreed by and between all and every the said parties to these presents, That for want of such limitation, guift, devise, order, appointment or disposition of her the said *C.D.* that is aforesaid, that then, and in such case, the Sums of Money shall be disposed of in manner and form following; That is to say, &c. To *A.B.* brother of the said *C.D.* 100 l. thereof. To *C.H.* &c. And it is hereby further testified, agreed and declared by and between all and every the said parties to these presents: And the true intent and meaning of these

preſents, and of the parties hereunto is, and is hereby declared to be, That if the ſaid *C. D.* ſhall happen to ſurvive the ſaid *A. B.* her intended husband, That then and in ſuch caſe from and immediatly after the death of the ſaid *A. B.* the ſame Moneys, and every of them, ſhall and ſhall be accompted the proper Moneys and Eſtate of the ſaid *C. D.* and ſhall and may be received and taken by her the ſaid *C. D.* her Executors and Adminiſtrators, and ſhall and may be imployed and diſpoſed of to ſuch perſon and perſons, and to and for ſuch Uſe and Uſes, Intents and Purpoſes, and in ſuch manner and form as the the ſaid *C. D.* ſhall at any time or times then following during her life, think good to limit, appoint, order, give, deviſe, or diſpoſe of the ſame, or any part or parts thereof, or otherwiſe. And in caſe the ſaid *C. D.* ſhall ſurvive the ſaid *A. B.* as aforeſaid, and ſhall not make any diſpoſition of the ſaid Moneys in her life-time, that then the ſame Moneys or ſo much thereof as ſhall not be by her the ſaid *C. D.* diſpoſed of in her life-time, ſhall and may be had and taken by the Executors and Adminiſtrators of the ſaid *C. D.* theſe preſents or any thing herein contained to the contrary thereof in any wiſe notwithſtanding. In Witneſſe, &c.

LEASES.

LEASES.

A Leaſe of Woods, with divers good Covenants.

This Indenture between *E. F.* of *L.* in the County of *S.* Gent. on the one part, and *G. K.* Cit. &c. of *L.* on the other part, Witneſſeth, That the ſaid *E. F.* for and in conſideration of the Sum of 50 l. of &c. whereof and wherewith &c. Hath demiſed, granted, betaken, and to Farm letten, and by theſe preſents, &c. unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, all that Wood and parcel of Wood-ground, called and known by the name of *W.* otherwiſe *W.* containing by eſtimation 25. Acres, be it more or leſs, lying in *L.* in the County of *K.* now or late in the tenure or occupation of the ſaid *E. F.* and his Aſſigns, and every or any of them abutting &c. or by whatſoever bounds the ſame is ſet forth or known, Together with all Profits, Benefits, Commodities and Advantages of the ſaid Wood and Wood-ground, Under-woods, Coppices, Springs, Thorns, Tenners, Buſhes, and Things in the ſame being, or to the ſame Wood or Wood-grounds, Under-woods, Tennets, Spraies, Buſhes, Commons, Hereditaments, and Appurtenances thereof belonging, or in any wiſe appertaining, and all the Herbage and Pannage, Paſturing, Feeding, and other the Commodities, of all and ſingular the ſaid Premiſſes, during the term of 61. years, hereafter in theſe preſents mentioned, that ſhall grow in or about the ſaid Wood and Wood-grounds, and all and every other the Premiſſes with the Appurtenances, or any part or parcell thereof, and all and ſingular Woods, Under-woods, Coppices, Springs, Buſhes, Spraies, Timber-Trees, and all other Trees great and ſmall, and things whatſoever, as at any time after the laſt day of *A.* which ſhall be in the year of our Lord God, &c. ſhall be ſtanding, growing, encreaſing, ſpringing, lying, and being, or which then ought to be left ſtanding, growing, and being upon and about the ſaid Premiſſes, or any part thereof: **To have and to hold** the ſaid Woods and Under-woods, and all and ſingular other the ſaid Woods, Under-woods, Coppices, Springs, Buſhes, Spraies, Things, Profits, Commodities, Benefits, and Advantages, and all other the Premiſſes, unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, from the ſaid laſt day of *A.* which ſhall be &c. unto the end and term of 61. years, from thence &c. and fully to be compleat and ended, to uſe and diſpoſe at the free liberty, moſt commodity, benefit and profit

Demiſe.

All that Wood ground.

And all Woods, Coppices, &c.

Habend.

Redend. profit of the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, and every of them, yielding &c. unto the ſaid *E. J.* his Heirs or Aſſigns 20 *s.* of lawful &c. at two Terms &c. That is, &c. at the Feaſts of St. *M.* &c. and the &c. or within 6 weeks next enſuing either of the ſame Feaſts, by even Portions, at or before the Manſion-houſe of the ſaid *E. J.* in *L.* in the County of *K.* And

And if it happen, &c. if it ſhall happen the ſaid yearly Rent of 20 *s.* to be behind and unpaid, in part, or in all, over or after any Feaſt or Term of payment thereof aforeſaid, in which it ought to be paid by the ſaid ſpace of 6 weeks, and lawfully asked at the houſe aforeſaid, & no ſufficient Diſtreſs on the demiſed Premiſſes to be had: That then it ſhall be lawful unto the ſaid *E. J.* his Heirs and Aſſigns, into all and ſingular the ſaid Ground to enter, and the ſame to have again, and retain, as in his or their former Eſtate. And the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, and all other Occupyers thereof, out and from the ſame, utterly to expell, amove, and put out, any thing herein compriſed, to the contrary notwithſtanding. And the ſaid *E. I.* for, and in conſideration of the ſaid ſum as above now paid, hath, &c. And by this Indenture, doth fully, clearly, and abſolutely barg in and ſell, give and grant, unto the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, all and ſingular the ſaid Timber-Trees, Pollards, and all other Trees great and ſmall, now ſtanding, growing, ſpringing, increaſing, lying, and being, or that hereafter ſhall ſtand, &c. and which otherwiſe are, or ought to be reſerved by the ſaid *E. I.* in one Indenture dated, &c. made between the ſaid *E. I.* on the one part, and *I. G.* of *P.* in the County, &c. on the other part, as all the Woods, Under-woods, Hedge-rows, great Timber, and all other Timber-Trees, and all other Trees, Pollards, Tennets, Spraies, Buſhes, Thorns, and Commodities, that after the ſaid laſt day of *A.* ſhall ſtand, grow, and be, in and upon, or about the ſaid Woods and Wood-ground, during the ſaid Term of 61 years (except and alwayes reſerved unto the ſaid *E. I.* his Heirs and Aſſigns, all Pollards, Elmes, and other Trees, which ſhall grow, increaſe, and be in the Fences of the demiſed Premiſſes; the Loppings and Toppings of which ſaid Pollards, Elms, and Trees, ſo by theſe Preſents excepted, which hath heretofore been uſed to be lopt and topt); The ſaid *E. I.* doth likewiſe by theſe Preſents, give, grant, bargain, and ſell unto the ſaid *G. K.* his Executors, Adminiſt. and Aſſigns, To have and to hold, the ſaid Hedge-rows, great Timber-Trees, and all other Timber-trees, and other Trees, Pollards, Thorns, and Commodities, and all other the bargained Premiſſes (except above by theſe preſents excepted) unto the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, to the onely proper uſe and behoof of the ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns for ever. And the ſaid *E. I.* Covenanteth, &c. in manner, &c. *viz.* That he the ſaid *G.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may, as well between the day of the date of theſe Preſents, and the ſaid laſt day of *A.* during the ſaid Term of 61 years, at his and their free liberty and pleaſure, have peaceable, free, and quiet liberty, ingreſs and regreſs, courſe, recourſe, and paſſage into and from the ſaid Wood and Wood-ground, and every part and parcel thereof, at all time and times, for himſelf, his Executors, Adminiſtrators and Aſſigns, Servants, Work-men, Horſes, Carr, Cattel, and Carriage, for to have, take, fell, cut down, lop, top, carry away, make up, uſe, diſpoſe, and convert to whatſoever uſe and Commodity, he or they the ſaid

Bargain and Sale.

Except, &c. all Trees in the Hedges.

Habend.

Ingreſs and Regreſs.

ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, or any of them, ſhall have good, all and ſingular the ſame Timber-Trees, and all other the ſaid Trees, Timber, Pollards, and all and ſingular other the ſaid Premiſes, by theſe preſents demiſed and bargained, and every part and parcel thereof, during the ſaid Term of 61 years above demiſed (except the ſaid Timber and Pollards in the ſaid Fences above herein excepted.) The loppings and toppings whereof the ſaid *G. K.* his Executors, Adminiſtrators, and Aſſigns, freely and quietly at his and their pleaſure, as above to lop and top; The ſaid *G. K.* his Executors, Adminiſtrators and Aſſigns, not willingly hurting the ſaid Woods of the ſaid *J. G.* mentioned in the fore-recited Indenture. And the ſaid *E. I.* doth Covenant, *&c.* in manner and form, *&c.* That he the ſaid *G. K.* his Executors and Aſſigns, all and ſingular the ſaid Premiſes above by theſe Indentures demiſed, given, granted, bargained and ſold, and every part thereof, ſhall and may peaceably and quietly hew, fell, cut down, convert, and diſpoſe, have, hold, and demiſe, in manner above expreſſed and declared, during the ſaid Term of 61. years, without any lawful let, interruption, or eviction of the ſaid *E. I.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or of any other perſon or perſons: And that the ſaid *J. G.* his Executors, Adminiſtrators, Workmen, and Officers ſhall leave the ſaid Timber-Trees, and all other the ſaid Pollards, above by the ſaid *J. G.* in and by the ſaid Indenture covenanted to be left: And the ſaid *G. K.* Covenants, *&c.* That he the ſaid *G.* his Executors, Adminiſtrators, and Aſſigns, ſhall at the felling of the ſaid Woods, and Under-woods, which after the ſaid laſt day of *A.* *&c.* ſhall be felled and cut down, leave ſtanding, in and upon the ſaid Grounds, ſufficient Standils, according to the Statute and Cuſtom of the Country in that caſe uſed and accuſtomed. And further, the ſaid *G. K.* Covenants, *&c.* ſufficiently to hedge and incloſe the ſaid Woodground, during the ſaid Term of 61 years. And the ſaid *E. I.* Covenants, *&c.* in form, *&c.* That he the ſaid *E. J.* at the enſealing and delivery of theſe Preſents, is now very true, ſole, and lawful Owner of all and ſingular, the demiſed and bargained Premiſes, and of every part thereof, of a good and perfect Eſtate in fee-ſimple, without any condition or alteration of uſe, and hath now good right, full power, and lawful Authority, to demiſe, grant, let to farm, alien, bargain, ſell, warrant, and defend the ſame in manner and form, according to the true meaning of this Indenture, unto the ſaid *G.* his Executors, Adminiſtrators, and Aſſigns. And that the ſame demiſed and bargained Premiſſes, and every part thereof, are and be, and ſo ſhall continue during the ſaid Term of 61 years, unto the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, free, clear, and clearly acquitted, diſcharged, or upon Requeſt, ſufficiently ſaved harmleſs, and cleared of, and from all and ſingular former Bargains, Sales, Gifts, Grants, Annuities, Reſumptions, Rent-ſeck, Arrerages of Rents, Fines, Forfeitures, Mortgages, Recognizances, Statutes, Condemnations, Judgments, Executions, Joyntures, Dowers, Troubles, Title, and Incumbrance whatſoever, had, made, committed, ſuffered, cauſed, procured, done, or ſuffered by the ſaid *E. J.* or his Aſſigns, or any for him, or to his uſe, or by his meane, or otherwiſe the ſaid yearly Rent of 20 *l.* herein reſerved, onely except. And that the ſaid *E. J.* and his

Covenant for enjoyance.

The Vendee to leave Standils, &c.

To hedge the Grounds, &c.

The Vendor Owner in Fee.

Hath good Right to demiſe, bargain, &c.

Diſcharge of Incumbrances.

Further Aſſurance.

Heirs, and all and every other perſon and perſons, and their heirs, in whom any lawful Right, Reverſion, Remainder, Eſtate, Title, or Title now is, ſhall be, or remain, ſhall at all and every time and times hereafter, upon Requeſt, execute and deliver, and do unto the ſaid *G. K.* his Executors, Adminiſtrators, or Aſſigns, at the Coſts and Charges in the Law of the ſaid *G.* his Executors, and Adminiſtrators, all and every ſuch lawful Writing, Obligation, Conveyance, Act, Deviſe, and Aſſurance of, and in the Premiſes, for and during the ſaid 61 years, or ſuch term of years then to come of the ſaid 61 years; to the uſe and behoof of the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, for the further, and better, and perfect Aſſurance of all the ſaid Premiſes, and every part thereof, unto the ſaid *G.* his Executors, Adminiſtrators and Aſſigns, clear, and clearly diſcharged as above, as by the ſaid *G.* his Executors, Adminiſtrators, or Aſſigns, or his, or their Councel learned in the Law, ſhall be reaſonably adviſed or deviſed: In Witneſs, &c.

A Leaſe of Herbage and Pawnage of Wood-ground, the Wood being formerly granted.

This Indenture made, &c. Between *J. M.* of *L.* Gent. on the one part, and *F. M.* of *L.* Gent. on the other part, Witneſſeth, That the ſaid *J. M.* for divers Conſiderations him thereunto moving, hath demiſed, granted, bargained and to farm, letten, and by, &c. unto the ſaid *F. M.* all the Herbage, Pawnage, Paſturing and Feeding, and other the Commodities of all that Wood-ground, commonly called or known by the name of *T.* Park, with the Appurtenances, ſet, lying, and being in the Pariſh of *T.* in the County of *S.* and alſo all that Meadow containing by eſtimation, 8. Acres, be it more or leſs, lying and adjoyning next to the North ſide of the ſaid Wood-ground (except, and to the ſaid *J. M.* his Heirs or Aſſigns, alwayes reſerved all ſuch Trees, Standards and Storers, as are mentioned to be excepted, or Covenanted to be left by the ſaid *F.* his Executors and Aſſigns, in one pair of Indentures, between the ſaid *J. M.* and *F. M.* made, bearing date, &c. now laſt paſt, with free ingreſs egreſs, and regreſs at all times, for the felling, cutting down, and carrying away of the ſame Trees, Standers and Storiers, and every or any part thereof) to have and to hold all the ſaid Herbage, Pawnage, Paſturing, Feeding, and other the Commodities of the ſaid Wood-ground, with the Appurtenances; and alſo all the ſaid Meadow, except before excepted to the ſaid *F. M.* his &c. from the Feaſt of the *Annunciation*, &c. laſt paſt, &c. unto the end and term of 21 years, from thence, &c. yielding and paying therefore yearly, during the firſt five years of the ſaid term, unto the ſaid *J. M.* his Heirs and Aſſigns, 13 l. 6 s. 8 d. and yearly after the end of the ſame five years, during all the reſidue then to come of the ſaid term of 21 years to the ſaid *J. M.* his Heirs or Aſſigns 20 l. of like lawful money at 2. Feaſts or Terms of the year, that is to ſay, &c. And if it happen the ſaid yearly Rent of 13 l. 6 s. 8 d. or any part or parcel thereof, at any time, during the ſaid 5. years, or the ſaid yearly Rent of 20 l. at the end and expiration of the ſaid term of 5. years, to be behind and unpaid by the ſpace of 30. days

Except Standers, &c.

Habend.

Reddend.

30. dayes, next over or after either of the said Feasts, wherein the same ought to be paid, being lawfully asked, that then and from thenceforth, this present Lease shall be utterly void and of none effect, any thing in these presents contained to the contrary notwithstanding. And the said *F. M.* Covenanteth, &c. That he the said *F.* his Executors, Administrators and Assigns, at his and their own proper Costs and Charges, from time to time, shall and will well and sufficiently repair, fence, scoure, and amend all the Hedges, Ditches, Fences, Gates and Inclosures of the said Wood-ground and Meadows, as often, and when need shall require during the said Term, and the same upon the determination of this present Demise so sufficiently repaired, fenced, scoured and amended, shall leave and yield up. Provided always, That if the said *J. M.* his Heirs or Assigns, at any time after the end and expiration of the first term of years of the said term of 21 years, shall be minded or disposed to enter, have, or take again the Premises before by these Presents Demised, and thereof do give publick notice and knowledge at the Parish Church of *T.* aforesaid, upon either of the Feast-dayes aforesaid, that then and immediately from, and after the end of one whole year next after such notice given as aforesaid, the Lease shall cease, determine and be utterly void, and of none effect, This Indenture, or any thing in these presents contained to the contrary thereof, in any wise notwithstanding. In Consideration whereof, the said *J. M.* Covenanteth, &c. that he the said *J. M.* his Executors, Administrators, or Assigns, shall well and truly content and pay, or cause &c. to the said *F. M.* his Executors, or Assigns, the sum of 40 l. of &c. at the Shop now in the Tenure of *J. W.* Scrivener, scituate in *F.* of *L.* within one moneth next after, that the said *F. M.* his Executors, Administrators, and Assigns, shall after such determination of this present Lease, leave and depart from the possession of the afore letten Premisses, and upon reasonable demand to him the said *J. M.* his Executors, or Administrators thereof made. And the said *J. M.* Covenanteth, &c. That he the said *J. M.* his Executors and Assigns, for the several yearly Rents in form aforesaid, reserved and to be payd, and under other the Covenants aforesaid, on the part and behalf of the said *F.* and his Assigns to be performed, shall or may peaceably and quietly have, hold, occupy, and enjoy the said Herbage, Pawnage, Pasturing, Feeding, and other the Commodities of all the said Wood-grounds, with the Appurtenances, and also the said Meadow, except before excepted, for, by, and during all the said term of 21 years, according to the tenor and true meaning of these presents, without let, disturbance, molestation, or interruption of the said *J. M.* his Heirs or Assigns, or any of them, and without any lawful let, &c. of any other person or persons whatsoever, by his act, sute or procurement. In Witness, &c.

A Lease of Copy-hold Land, with recital of the Lords Licence to demittend.

THis Indenture, &c. Between *J. L.* Cit. and C. &c. on the one part and *S. M.* Cit. and H. &c. on the other part; *Witnesseth*, That the said *J. L.* by virtue of a License by him, before the ensealing of these presents, procured and obtained of the Queens Majesty, Lady of the Mannor of *W.* in the County of *S.* for the granting and setting to farm of the Tenements, and parcell of Ground hereunder demised to the said *S. M.* according to the Tenor and true meaning of these presents, hath demised, &c. and by these presents, &c. to the said *S. M.* all those 2 customary Messuages or Tenements, with their Appurtenances, and one little parcell of Ground thereunto adjoyning, holden by Copy of Court-Roll, of our said Soveraign Lady the Queen, in of her said Mannor of *W.* and all and singular Houses, Edifices, Orchards, Gardens, Cartilages, Profits, Commodities, Easements and Hereditaments thereto to the said Messuages or Tenements belonging or appurtaining, which Tenements, and other the demised Premisses are scituate and lying in *P.* in the said County of *S.* That is to say, Between the great House there of the said *J. L.* now in the holding of Sir *E. B.* Knight, toward the West, and another Tenement of the said *J. L.* now occupied by *A. L.* toward the East, and upon the River of *Thames* toward the North, and upon the common Field of *P.* aforesaid, toward the South. To have and to hold the said 2 Tenements, with their Appurtenances, and the said parcel of Ground, and all other the above demised Premisses to the said *S. M.* his Executors and Assigns, from the Feast of the Birth, &c. next, &c. unto the end and term of fifteen years, from thence, &c. yielding and paying therefore yearly, during the said term, unto the said *J. L.* his Heirs and Assigns, 30 s. of &c. in the Feasts of the Nativity, and the Birth, &c. by even portions. And if it shall happen the said yearly Rent of 30 s. or any part thereof, to be behind, unpaid, over, or after any of the said Terms or Feasts of payment thereof, by the space of 20 dayes, it being in the mean time lawfully asked, that then, or at any time after, it shall and may be lawful to, and for the said *J. L.* his Heirs and Assigns, into the said Tenements, and other the Premisses, to enter and distrain; and the Distresse or Distresses there found, lawfully to take, lead, drive, and carry away, and with him and them to retain and keep, untill the said yearly Rent, with the Arrearages thereof, (if any be) together with all their Costs and Damages in that behalf to be sustained, shall be fully satisfied and paid to the said *J. L.* his Heirs or Assigns.

And the said *S. M.* covenanteth, &c. that he the said *S. M.* his Executors and Assigns, shall and will at their Costs and Charges from time to time, during the said term of 15 years, well and sufficiently uphold, repair, sustain, maintain, and amend the said 2 Tenements, with their Appurtenances, and all new Building whatsoever, upon the Premisses to be builded, during the said term, and the Pales, Hedges, Walls, and Inclosures of the said parcel of ground, and

and other the demiſed premiſſes, in, and with all manner of Reparations thereunto to be needful, ſo often as need ſhall require, and ſhall and will alſo cleanſe, ſcowre, and purge the ſieges, gutters, and widraughts of the ſaid Tenements, with the Appurtenances, when like need ſhall require, during the ſaid term of 15 years; and the ſaid 2 Tenements, with their Appurtenances, and new Buildings to be made as aforeſaid, and other the Premiſſes by theſe preſents demiſed, ſo well and ſufficiency repaired, upholden, and kept in Reparations as aforeſaid; and all the Glaſſe, Wainſcot, Windows, Doors, Locks, Keys, Caſe-ments, and ſuch like, in the Premiſſes to be made or ſet during the ſaid term, in the end of the ſame term, ſhall leave, and quietly yield up. And that he the ſaid *S.* his Executors nor Aſſigns, ſhall do, or cauſe to be done any Act or Fact, or other Thing or Things whatſoever, which may forfeit, loſe, or impair the Eſtate or Intereſt which the ſaid *J. L.* hath in the Premiſſes, or any part thereof, or which may otherwiſe be hurtful or prejudicial unto ſaid *J.* his Heirs or Aſſigns, for, or concerning the having, holding, or enjoying of the ſame, or any of them. And the ſaid *J. L.* covenanteth, &c. unto the ſaid *S. M.* his Executors and Aſſigns, for, and under the payment of the ſaid yearly Rent of 30 s. and performance of the Covenants and Articles aforeſaid, on his and their part to be paid, kept, and performed according to the covenaning of theſe preſents, ſhall, or lawfully may have, hold, and enjoy the ſaid 2 Tenements, and other the Premiſſes, by theſe preſents Demiſed, during the ſaid term of 15 years, without any letr, moleſtation, eviction or impediment of the ſaid *J. L.* his Heirs or Aſſigns, and without any lawful letr, moleſtation, eviction, or interruption of any other perſon or perſons; and that he the ſaid *J. L.* his Heirs or Aſſigns, ſhall from time to time diſcharge, or upon reaſonable Requeſt ſave harmleſs the ſaid *S. M.* his Executors or Aſſigns, of, and for all Quit-Rents, Paymetes, Duties, and Services to be had or done, for, or out of the demiſed Premiſſes, or any part thereof to the Queens Majeſty, her Heirs or Succeſſors, and alſo of, and for all Rent, Charges, and Annuities heretofore going or iſſuing out of the ſaid demiſed Premiſſes, or any part of the ſame (The yearly Rent of 30 s. by theſe preſents reſerved, only except and foreprized). In Witneſſe, &c.

A Leaſe to one, during the life of himſelf, his wife, and their Child unborn, or another to be nominated in ſtead thereof, with proviſion that the Husband ſhall leave his wife his Land, if he dye before her.

THis Indenture made, &c. Between *J. L.* Cit. and *C.* of *L.* of the one part and *R. B.* of *H.* in the County of *G. C.* on the other part: Witneſſeth, That the ſaid *J. L.* for and in conſideration of a Marriage ſhortly intended between the ſaid *R. S.* and *M.* now his Wife, one of the Daughters of *J. L.* late of *H.* aforeſaid Gent. deceaſed, Brother unto the ſaid *M.* and for the preferment of the ſaid *M.* hath demiſed, granted, and to farme letten, and by theſe preſents, &c. unto the ſaid *R. S.* all that dwelling Houſe, with the Appurtenances lately new builded, and adjoyning to, &c. and all and ſingular Barns, Stables, &c. ſaving, and always excepte out of this preſente

Leaſe

Habend.

Leaſe and Demiſe, all that, &c. To have and to hold the ſaid, &c. except, &c. unto the ſaid *R. S.* his Executors and Aſſigns, from the Feaſt, &c. for, &c. for, by, and during all the term of 99 years from thence, &c. and fully &c. if the ſaid *R. S.* and *M.* his wife, and ſuch Child as ſhall be begotten of the Body of the ſaid *M.* by the ſaid *R.* and in this behalf ſpecially to be named to the ſaid *J. L.* by Writing, under the Hand and Seal of the ſaid *R.* before the end of 9 years next following (or in default of any ſuch Child) ſuch other perſon as the ſaid *R.* by Writing, Signed with his Hand, and Sealed with his Seal, at any time within 10 years next enſuing the date of theſe preſents, ſhall in that behalf nominate and appoint to the ſaid *J. L.* do, or ſhall live to the end of the ſaid 99 years, and not otherwiſe, yielding, reſerving, and paying therefore yearly to the ſaid *J. L.* his Executors and Aſſigns 6l. of, &c. in the Feaſts, &c. by eaven portions. And if it ſhall happen the ſaid yearly Rent of 6l. or any part thereof to be behind, and not paid by the ſpace of 28 dayes next after any time of payment thereof, wherein the ſame ought to be paid as aforeſaid (it being in the mean time lawfully ſeiſed at the dwelling-houſe aforeſaid, and no ſufficient Diſtreſs in and upon the Premiſſes above demiſed, can be had and found overt and quietly to be taken away and impounded,) that then, and from thenceforth it ſhall or may be lawful to the ſaid *J. L.* and his Heirs and Aſſigns, into all and ſingular the Premiſſes above demiſed by theſe preſents, wholly to re-enter, and the ſame to have again, &c. and the ſaid *R. S.* his Executors and Aſſigns, from thence to expel, &c. any thing to the contrary, &c. And the ſaid *R. S.* for him, his Heirs, Executors, &c. covenanteth, &c. with the ſaid *J. L.* his Executors, &c. in manner, &c. That is to ſay, That if the ſaid *R.* do happen to deceaſe before the ſaid *M.* his Wife, that then he ſhall leave lawfully aſſured to the ſaid *M.* all and ſingular the above demiſed Premiſſes, free from all Forfeitures, Charges, and Incumbrances to be done by the ſaid *R.* to the contrary only, and ſhall to be had, enjoyed, and holden to the ſaid *M.* and her Aſſigns, under the payment of the yearly Rent aforeſaid, and doing the reparation hereafter ſpecified in theſe preſents, by and during the natural life of the ſaid *M.* if the ſaid term of years ſhall ſo long endure.

And alſo, that he the ſaid *R.* and his Executors, Adminiſtrators and Aſſigns, ſhall and will from time to time maintain, repair, ſuſtain, keep, and defend the ſaid dwelling Houſe, Barns, &c. and all other the Premiſſes, except before excepted, in, and with all manner of Reparations whatſoever, in all things thereunto at any time to be needful or neceſſary to make it Tenentable, and the ſame, and every of them, ſo well and ſufficiently repaired at the end of the ſaid term, or ſooner determination of this preſent Leaſe, ſhall ſo leave and yield up. And the ſaid *J. L.* covenanteth, &c. with the ſaid *R. S.* &c. that when as the next Heir of the ſaid *J. L.* late of *H.* deceaſed, ſhall have accompliſhed his full age of 21 years, that within one month next after ſuch his coming to full age, and on any Requeſt of the ſaid *R.* his Executors or Aſſigns, he the ſaid *J. L.* his Executors, or Adminiſtrators, ſhall cauſe and procure the ſame next Heir (ſo far as in him the ſame Heir ſhall be lawfully and reaſonably, to Demiſe, Grant and Aſſure, all and ſingular the ſaid demiſed Premiſſes by theſe preſents, according

according to the true meaning hereof, unto ſuch of the ſaid *R.* and *M.* now his wife as them ſhall be living, or to ſuch a Child Male or Female, to be begotten of the Body of the ſaid *M.* by the ſaid *R.* as the ſaid *R.* and *M.* or the Survivor of them, or the Executors of the ſaid *R.* ſhall at any time, during 9 years from the date hereof, nominate and appoint in Writing under their, or any of their Hands and Seals; or in default of any ſuch Child, unto ſuch perſon as the ſaid *R.* and *M.* or the Survivor of them, or the Executors of the ſaid *R.* by Writing, Signed and Sealed with their, or any of their Hands, and with their Seals, at any time within one year next after the ſaid 9 years ended, ſhall in that behalf nominate and appoint to the ſaid *J. L.* or his Executors or Aſſigns, to have and to hold the ſaid demiſed Premiſſes unto the ſaid *R.* and *M.* the ſaid Child, or other perſon aforeſaid in Reverſion or Remainder, one after another; That is to ſay, Firſt to the ſaid *R.* then to the ſaid *M.* and laſt to ſuch Child, or other perſon aforeſaid, according to the meaning hereof, and during all the ſaid term of 99 years, if the ſaid *R.* and *M.* and ſuch Child, or other perſon aforeſaid, to be nominated as aforeſaid, or any of them do live ſo long, and not otherwiſe, reſerving by ſuch Demiſe and Grant, for the Premiſſes yearly to be paid, and done ſuch yearly Rent, and ſuch Covenants, Grants and Agreements as afore is ſpecified in theſe preſents to be contained, limited, and ſet down in the ſaid Leaſe, Demiſe and Grant, ſo to be made in accompliſhment of theſe preſents, and according to the true meaning hereof, ſo alwayes as the ſaid *J.* his Executors or Aſſigns, upon due notice firſt to them given of the Redemiſe of the ſame Leaſe, Demiſe, Grant and Aſſurance will take and receive the ſame at the now Manſion-Houſe of the ſaid *J. L.* ſcituate in *M.* of *L.* In witneſſe, &c.

A Leaſe in Reverſion, after the Expiration, Surrender, or Forfeiture of another former Leaſe.

THis Indenture, &c. Between, &c. Witneſſeth, That the ſaid *J. N.* in conſideration, &c. whereof and wherewith, &c. hath demiſed, &c. unto the ſaid *C. C.* all that Meſſuage or Tenement, with Shops, &c. to the ſame belonging, ſet in *C.* Street *L.* now in the Tenures and Occupations of one *J.* and *E.* his wife, which they hold by Indenture, dated, &c. of the Demiſe and Grant of *F. C.* for 40 years, beginning from the Feaſt of Saint *M.* then laſt paſt (if the ſaid *J. C.* and *E.* do ſo long live). To have and to hold the ſaid Meſſuage or Tenement, with all Shops, &c. unto the ſaid *C. C.* his Executors, Adminiſtrators and Aſſigns, from the end, expiration, or whatſoever ſurceaſing, or determination of the ſaid Indenture of Leaſe, be it by Surrender, Forfeiture, or otherwiſe, which firſt and next enſuing the date of theſe preſents, ſhall happen: unto the end and term of 31 years, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid term &c. unto the ſaid *J. N.* his Heirs and Aſſigns, 40 s. of, &c. at 4 Feaſts, &c. within 14 dayes, &c. by eaven portions; the firſt payment thereof beginning at the Feaſt of the ſaid Feaſts, which ſhall firſt and next after the death or deceaſe of the ſaid *J. C.* & *E.* happen, or within 14 dayes then next following. And if it ſhall happen the ſaid yearly Rent of 40 s. to be behind and unpaid, in part, or

or in all, over or after any Feast or Term of payment thereof aforesaid, in which it ought to be paid by the space of 2 months, and lawfully asked then and from thenceforth it shall and may be lawful, to, and for the said *J. N.* his Heirs and Assigns, into all and singular the said demised Premisses, with the Appurtenances, wholly to re-enter, and the same to have again, &c. And the Tenant to expell, &c. And the said *C. C.* covenanteth, &c. that he the said *C. C.* his Executors or Assigns, at his and their own proper Costs and Charges, during the said 31 years, the said *C. C.* his Executors and Assigns, enjoying the said demised Premisses, at the said Messuage or Tenement, as well in pailing, boording, leading, cleansing draughts, ferming, as all manner paving, slothing, dawbing and lyming, necessary and needful to the same demised Premisses, belonging or appertaining, as often, and when as need shall be, or at the furthest, within six Months, next after warning given by the said *J. N.* his Heirs or Assigns, to the said *C. C.* his Executors or Assigns, shall repair, sustain, keep and maintain, and in the end of the said term of 31 years, shall to leave and yield up the same, (principal Timber only excepted) which principal the said *J. N.* for him, his Heirs, Executors and Administrators, at his and their own proper Costs and Charges, covenanteth and granteth by these presents, to find, prepare, set up, and finish in and upon the said demised Premisses upon Request, during the said term of 31 years, as often as need shall be or require. And the said *J. N.* covenanteth, &c. in form, &c. That he the said *J. N.* the day of the date hereof, and at the ensealing and delivery of these presents, is very true, sole, and lawful Owner of the said Messuage or Tenement, and of all and singular other the Premisses, with their Appurtenances, above by these presents demised, and of every part and parcel thereof, and is thereof lawfully seised of a good and perfect Estate in Fee-simple, to the use of him the said *J.* and of his Heirs and Assigns for ever, without any manner of entail, condition, alteration, or limitation of Use: And by reason of such Estate, hath now good right full power, and lawful authority, to demise and grant the said Messuage or Tenement, and all and singular other the Premisses, above by these presents mentioned to be demised, for, and during the said term of 31 years, unto the said *C. C.* his Executors, Administrators and Assigns. And that the said *J. N.* his Heirs, Executors and Assigns, at his and their own proper Costs and Charges, shall, during the said term of, &c. pay, and bear all chief and quit-rents growing due, and to be paid and born out of and for all the said Messuage or Tenement, and all other the Premisses, with the Appurtenances, and every part thereof: And also, that he said *C. C.* his Executors, Administrators and Assigns, at the end, expiration, surceasing, or other determination of the said Indenture of Lease above-recited, shall and may lawfully, peaceably, and quietly enter into the said Messuage or Tenement, and all other the said Premisses, with their Appurtenances, above by these presents mentioned to be demised, and into every part thereof, and the same for the said yearly Rent of 40*s.* shall and may from thenceforth, for, and during the said term of 31 years, lawfully, peaceably and quietly have, hold, occupy and enjoy, without any manner of let, trouble, denial, interruption or eviction of the said *J. N.* his Heirs, Executors, Administrators or Assigns, or any of them, or of any other person or persons whatsoever.

Moreover, That he the ſaid *I. N.* his Heirs and Aſſigns, and every of them, ſhall and will, at all and every time and times hereafter, and from time to time, upon requeſt, and at the coſts and charges in the Law of the ſaid *C. C.* his Executors, Adminiſtrators, and Aſſigns, and of every or any of them, acknowledg, confeſſe, make, execute, and do, or cauſe to be made &c. all and ſingular ſuch further act and acts, deviſe and deviſes, aſſurance and aſſurances unto the ſaid *C. C.* his Executors, Adminiſtrators, or Aſſigns, of and in the ſaid Meſſuage, &c. for the further, more better, and perfect aſſurance and ſure-making of the ſaid Meſſuage or Tenement, with the Appurtenances, unto the ſaid *C. C.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of &c. as by the ſaid *C.* his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Laws of this Realm, ſhall be lawfully deviſed or adviſed. In Witneſſe, &c.

A Leaſe of a houſe in London, *where part of the Rent is taken up by way of Fine, and where the houſe having been the Leſſor's place of occupation, the Leſſees are bound to gather in certain the Leſſor's Debts.*

THis Indenture, &c. between *A. H.* of *L.* Widow, ſole Executrix of the laſt Will and Teſtament of *W. H.* late Cit. and S. of *L.* deceaſed, on the one part, and *J. S.* Cit. and S. of *L.* on the other part, Witneſſeth, That for and in conſideration of a Fine or Income of 120 l. of &c. to be paid to the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, at the Meſſuage or Tenement hereunder by theſe preſents demiſed by the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, in manner and form following; That is to ſay, 20 l. thereof yearly, during 6. years now next enſuing, in the Feaſts of the Birth &c. the Annunc. &c. or within the ſpace of 30. dayes, next after every of the ſame Feaſts, by even Portions every year, untill the ſaid Sum of 120 l. ſhall be well and truly paid, the ſaid *A. H.* hath demiſed &c. unto the ſaid *J. S.* all that Meſſuage or Tenement, with the Appurtenances called *M.* ſcituate in *A.* Street, in the Pariſh &c. and all and ſingular Rooms, void Grounds, and Buildings, with their Appurtenances, to the ſaid Meſſuage and Tenement belonging or appertaining, which the ſaid *W. H.* had, and the ſaid *A.* now hath, or occupieth with the ſame, to have &c. to the ſaid &c. from the Feaſt of St. *M.* laſt &c. for and during all the term of 6. years, from thence &c. yielding and paying therefore yearly, during all the ſaid Term to the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, at the ſaid Tenement, 4 l. of &c. in the Feaſts of the Birth, &c. the Annun. &c. the Nativity &c. and St. *M.* &c. by even Portions. And if it do happen either the ſaid yearly Rent of 4 l. or any part thereof, or the ſaid yearly payment of the Fine and Income aforeſaid, or any part thereof, to be behind and not paid, within the ſpace of 30 dayes next enſuing, after the Feaſts aforeſaid, wherein the ſame or any part thereof ought to be paid as aforeſaid, the ſame being lawfully asked at the ſaid Meſſuage, that then and from thenceforth, this preſent Leaſe made and granted of the Premiſſes

miſſes by theſe preſents, ſhall clearly ceaſe, determine, and become utterly void, any thing contained in theſe Indentures, to the contrary thereof in any wiſe notwithſtanding. And the ſaid *J. S.* covenanteth &c. in form &c. that he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, at his and their own proper coſts and charges, ſhall and will well and ſufficiently repair, keep, maintain, and ſuſtain, all and ſingular the Premiſſes, with all manner of Reparations, and the pavements thereof, and in the Street before the ſame, and all the Sieges, Sincks, Gutteſs, and Widraughts thereof, ſhall cauſe to be paved, purged, and emptied, as often as need ſhall be, during the ſaid term of 6. years. And ſo ſhall leave and yield up all and ſingular the Premiſſes, into the hands and poſſeſſion of the ſaid *A. H.* or of her Executors, Adminiſtrators, or Aſſigns, in the end of the ſaid term, if any of them will then accept and receive the ſame. And alſo, That it ſhall and may be lawful, to and for the ſaid *A. H.* her Executors, Adminiſtrators, or Aſſigns, at all reaſonable times, and upon reaſonable requeſt, to enter into the ſaid Meſſuage and other the Premiſſes, to ſearch and view the reparations thereof. And that if upon ſuch ſearch and view thereof, there ſhall be any part of the ſame, which ſhall have need of amendment, and warning then and there given or left by the ſaid *A.* her Executors, Adminiſtrators or Aſſigns, for the amendment thereof, that then he the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, at his or their own coſts and charges, ſhall cauſe every part of the Premiſſes (according to the form of every ſuch warning to be given or left as aforeſaid) to be competently and ſufficiently repaired within the ſpace of 3. moneths, next after every ſuch warning ſo thereof to be given or left as aforeſaid. And further, That the ſaid *J. S.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will yearly, with the ſeveral payments of the ſaid yearly Rent of 4 l. content and pay yearly, during the ſaid term of 6. years, unto the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, 46 s. of lawful &c. by even and equal portions, for and towards the full diſcharge of all Quit-Rents and Out-rents, during the ſaid term, to be going or iſſuing out of the Premiſſes. And the ſaid *A.* covenanteth &c. That he the ſaid *A.* her Executors, and Adminiſtrators, at their own charges, ſhall and will ſave and keep harmleſs the ſaid *J. S.* his Executors, and every of them, of and for all and ſingular Rents, Rent-charges, Quit-Rents and Annuities whatſoever, to be paid for or out of the ſaid Meſſuage and other the Premiſſes, during the ſaid term, except only the ſaid Fine and Income, and the ſaid yearly Rent of 4 l. and yearly payment of 46 s. aboveſaid, reſerved and payable to the ſaid *A.* her Executors, Adminiſtrators, and Aſſigns, by virtue of theſe preſents, and all Church duties whatſoever. And further, That he the ſaid *J. S.* his Executors, Adminiſtrators, and Aſſigns, ſhall or lawfully may have, hold, occupy, and enjoy the ſaid Meſſuage and Tenement, with their Appurtenances, and all and every other the Premiſſes, by and during all the ſaid term of years, according to the true intent and meaning of theſe preſents, without any let or interruption of the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, and without any lawful let, moleſtation, or interruption of any other perſon or perſons. And whereas divers and ſundry perſons, do owe divers ſeveral Sums of Money to be paid to the ſaid *A.* or to her lawful Attorney, Executor, or

& Adminiſtrator, which are expreſſed in a Schedule indented, annexed to theſe Preſents; And which the ſaid *J. S.* hath agreed to take, gather, and receive, to the uſe of the ſaid *A.* and her Executors, as he or they can or may lawfully obtain and get the ſame, or any part thereof. The ſaid *J. S.* covenanteth &c. That he the ſaid *I. S.* his Executors, Adminiſtrators, and Aſſigns, (ſo long as it ſhall pleaſe the ſaid *A.* her Executors, or Adminiſtrators, and the ſaid term endureth) ſhall and will upon lawful warrant from the ſaid *A.* or her Executors, do their beſt diligence, at the coſts and charges in the Law of the ſaid *A.* and of her Executors and Aſſigns, to gather and receive the ſaid Debts mentioned in the ſaid Schedule, to and for the uſe of the ſaid *A.* and of her Executors and Adminiſtrators. And that the ſaid *I.* his Executors, Adminiſtrators, and Aſſigns, upon reaſonable requeſt monthly, or at any time after the end of every month, ſhall and will truly account with the ſaid *A.* her Executors and Adminiſtrators, of and for all the ſeveral Receipts of the Debts aforeſaid, from month to month, by the ſaid *J.* his Executors, Adminiſtrators, or Aſſigns, to be received, and ſhall and will within 30 dayes next after his or their Receipt thereof, upon reaſonable requeſt therefore to be made by the ſaid *A.* her Executors, Adminiſtrators, or Aſſigns, as well content and pay to the ſaid *A.* her Executors or Adminiſtrators, ſo many Sum and Sums of money, as the ſaid *J. S.* his Executors or Aſſigns, ſhall have ſo received of the Debts aforeſaid, all or then ſhall be remaining in their or any of their hands before not paid or ſatisfied to the ſaid *A.* her certain Attorney, Executor, or Adminiſtrator; As alſo, ſhall and will, upon like requeſt as aforeſaid, deliver to the ſaid *A.* her Executors or Adminiſtrators, a true note in writing, of what perſon and perſons the Sum and Sums aforeſaid, ſo were received by the ſaid *J.* his Executors or Aſſigns, and at what time. In Witneſſe, &c.

A very good Leaſe *of a Brew-Houſe and Brewing-Veſſells with very good Covenants, and a Covenant to ſtand to award if any Controverſie riſe between the parties upon any matter in the* Leaſe.

This Indenture, &c. between *J. S.* Cit. and C. of *L.* and *A.* his Wife, late wife of *W. C.* Cit. and H. of *L.* deceaſed on the one part, and *W. W.* of the Pariſh of St. *G.* in *S.* &c. Brewer, on the other part, Witneſſeth, That whereas one *H. L.* late of *L.* C. deceaſed, and alſo late husband of the ſaid *A.* by his Teſtament and laſt Will in Writing, bearing date &c. did Will, Give all his Brew-houſe, wherein he did then inhabit, ſcituate and ſtanding in the Pariſh of St. *G.* &c. with all brewing Leads, Veſſels, Utenſills, and neceſſaries, and the Tenement in the Tenure of *D. S.* and other the ſmall Tenements then and yet adjoyning and annexed to the ſaid Brew-houſe, ſhould be and remain in the government and diſpoſition of the ſaid *A.* his wife, untill the ſaid *H.* his Son ſhould accompliſh his full age of 21 years. And after in the ſame Teſtament and laſt Will, did deviſe the ſaid Brew-houſe and other the Premiſſes to the ſaid *H.* his Son, and to the Heirs of his body lawfully begotten, with ſeveral Remainders over, to divers of his Children yet living: Willing further,

That

That if all his Children ſhould deceaſe without heirs of their bodies, that then the ſaid *A.* his wife ſhould have all the ſaid Brew-houſe and other the Premiſſes during her natural life, the Remainder thereof to the right heirs of the ſaid *H.* the Father for ever, as by the ſaid Teſtament, &c. Now the ſaid *J. S.* and *A.* now his Wife, for and in accompliſhment of a certain order of Award, made and taken by the Lord Mayor and Court of Aldermen of the ſaid City of *L.* have demiſed, &c. unto the ſaid *W. W.* his Executors and Aſſigns, the ſaid Brew-houſe, with all and ſingular the Appurtenances, and all Houſes, Offices, Store-houſes, Stables, Yards, Orchards, Gardens, Wharfs, and all other Eaſements and Commodities to the ſame Brew-houſe belonging or appertaining, or with the ſame occupied, with all and ſingular their Appurtenances, and all Brewing Veſſels, Utenſils, and Implements contained in a Schedule annexed to theſe Preſents, now in the occupation of the ſaid *W. W.* and the ſaid Tenement, late in the occupation of the ſaid *D. S.* and alſo the Orchard belonging to the ſaid Premiſſes, and alſo one Wharf, with the Appurtenances, in the Tenure or occupation of one *W. V.* To have and to hold, &c. to the ſaid *W.* from the Feaſt of St. *M.* &c. laſt paſt, &c. untill the ſaid *H. L.* the Son ſhall accompliſh his full age of 21. years; and if it ſhall fortune the ſaid *H.* the Son, and other the Children of the ſaid *H. L.* the Father, at any time hereafter, to deceaſe without iſſue of any of their bodies, and the ſaid *A.* then being in life, then to have and to hold the ſaid Brew-houſe, &c. to the ſaid *W. W.* &c. from the day of the deceaſe of the ſaid *H. L.* the Son, and other the Children of the ſaid *H. L.* the Father, without iſſue of any of their bodies, for and during all ſuch further Eſtate and Intereſt as the ſaid *A.* hath or had, or hereafter ſhall have, by force or virtue of the Deviſe of her ſaid husband by his laſt Will and Teſtament aforeſaid, yielding and paying therefore yearly to the ſaid *J.* and *A.* for and during ſuch of the ſaid ſeveral term and terms wherein the ſaid *W. W.* his Executors or Aſſigns ſhall have, hold, occupy, or enjoy in poſſeſſion the ſaid Brew-houſe, &c. by force and virtue of theſe preſents, the Sum of 130 l. of &c. in the Feaſt of the Annun. &c. The Nat. &c. or within the ſpace of 28 dayes next enſuing after every of the ſame Feaſts yearly, by even and equal portions; and if it happen the ſaid yearly Rent of 130 l. or any part thereof to be behind and unpaid by the ſpace of 28. dayes next after any of the Feaſts aforeſaid, and the ſame being in the mean time lawfully asked, That then it ſhall and may be lawful, to and for the ſaid *J.* and *A.* and their Aſſigns, into the ſaid Brew-houſe, and into all and every other the Premiſſes, to enter, and there quietly to diſtrain, and the Diſtreſs and Diſtreſſes there found to take, lead, drive, and carry away, and the ſame with them lawfully to detain and keep untill they ſhall be fully ſatisfied and paid the ſaid yearly Rent, with the arrearages thereof, (if any be) And if it happen the ſaid yearly Rent of 130 l. or any part thereof to be behind and unpaid by the ſpace of 56 dayes next after any of the ſaid Feaſt dayes of payment there aforeſaid, the ſame being lawfully asked as aforeſaid, that then and at all times after it ſhall and may be lawful to and for the ſaid *J.* and *A.* and their Aſſigns into the ſaid Brew-houſe with the Appurtenances, and all other the Premiſſes to re-enter, and the ſame together with the ſaid Utenſils, and brewing Veſſels and all other Implements in the ſaid Schedule ſpecified, to have again and re-poſſe-

poſſeſs as in their former Eſtate: And the ſaid *W. W.* to expell, &c. theſe Preſents, &c. And the ſaid *W. W.* covenanteth to and with the ſaid *J.* and *A.* their Executors, and Adminiſtrators, by theſe preſents, That he the ſaid *W. W.* his Executors, Adminiſtrators, or Aſſigns, at their coſts and charges, at all times convenient, from time to time from henceforth, for and during the ſaid term and terms wherein the ſaid *W.* &c. ſhall have, &c. *Ut in reddendum*: ſhall and will, well and ſufficiently keep, maintain, and ſuſtain the ſaid Brew-houſe, and all the brewing Veſſels aforeſaid, mentioned in the ſaid Indented Schedule and all other the Premiſſes, in and with all manner of needful Reparations, when and ſo often as need ſhall require. And the ſame Brew-houſe and all the brewing Veſſels, Utenſils, and Implements contained in the ſaid Schedule to theſe Indentures annexed, with all other the Premiſſes, ſo well and ſufficiently repaired, kept, and maintained in all things in the end of the firſt term above mentioned, or any ſooner determination thereof, ſhall leave and yield up. And the ſaid *W.* covenanteth, &c. that without the let, trouble, or interruption of the ſaid *W.* his Executors, Adminiſtrators, or Aſſigns, or any of them, (ſo as he or they be reaſonably requeſted thereunto by the ſaid *J.* or *A.* or their Aſſigns,) it ſhall and may be lawful to and for the ſaid *I.* and *A.* and either of them, and their Aſſigns, and the Aſſigns of any of them, with the number of 3. perſons or under, with them or any of them, at two ſeveral times of every year, at their pleaſures, at any time between 8. of the clock in the morning, and 4. of the clock in the afternoon, to enter into the ſaid Brew-houſe and Tenements aforeſaid, and all other the Premiſſes, and into every part of the ſame, there to view and ſearch how the ſame and all the ſaid Implements and Utenſils have been repaired and kept. And that if upon ſuch view and ſearch, any lack of Reparations ſhall be found in the Premiſſes, or in any part of them, or any of them which ſhall have need of amendment, and admonition then and there openly given and left in Writing by the ſaid *I.* or *A.* or their Aſſigns for the amendment thereof, that then he the ſaid *W. W.* his Executors or Aſſigns, at his or their, or ſome of their own charges, within 6. moneths next after every ſuch admonition, ſhall and will ſufficiently repair and amend every ſuch lack ſo found, and wherein warning ſhall be given, as aforeſaid. And alſo, that if it do fortune the ſaid *W.* his Executors, Adminiſtrators, or Aſſigns, upon ſuch admonition at any time ſo to be given as is aforeſaid, do not ſufficiently repair and amend every ſuch lack of Reparation, in or upon the Premiſſes, or any part thereof to be found and admoniſhed as is aforeſaid, within the ſaid ſpace of 6. moneths before expreſſed, that then the ſaid *I.* and *A.* his wife, or their Aſſigns, at the end of the ſaid 6. months before expreſſed, or at any time after, ſhall give adverciſement of all ſuch Defaults as then ſhall remain of the ſaid Reparations to the Wardens of the Company of C. of the City of *L.* and to the Wardens of the Company of B. of the ſame City for the time being, and that thereupon it ſhall be lawful to the ſaid Wardens, or to any 4. of them, whereof 2. to be C. and the other 2. to be B. to appoint Viewers at their diſcretion, to view and ſearch the ſaid Reparations, which the ſaid *I.* or *A.* or their Aſſigns from time to time, ſo often as any ſuch ſhall be to them given, and the ſaid parties for them, their Executors, and Adminiſtrators, do further accord and agree by theſe preſents, That the ſaid

Wardens, or ſuch 4. of them as aforeſaid, ſhall have power and authority to appoint ſuch Viewers as aforeſaid, and that the Viewers by them from time to time by them to be appointed, ſhall have authority by theſe preſents to judg and determine of the ſaid defects according to the tenor and true meaning of theſe preſents. And the ſaid *W.W.* covenanteth, &c. That he the ſaid *W.* his Executors and Adminiſtrators ſo often as any ſuch advertiſement be given ſhall upon like requeſt to be made as is aforeſaid, peaceably and quietly permit and ſuffer the ſaid Viewers, together with the ſaid *J.* and *A.* and their Aſſigns, or any of them, to enter into the ſaid Brew-houſe and other the Premiſſes, and there by the ſhewing or Demonſtration of the ſaid *J.* or *A.* or of their Aſſigns, or of the Aſſigns of any of them, to take and have plain and full view and ſurvey of all ſuch lacks of the ſaid Reparations left unrepaired upon the ſaid former admonition given by the ſaid *J.* or *A.* or their Aſſigns, or the Aſſigns of any of them: To the intent that the ſame Viewers from time to time ſo to be ſent as aforeſaid, by the ſaid Wardens, or ſuch 4. of them as aforeſaid, may leave behind them plainly expreſſed in Writing, what further Reparations ſhall then in their conſciences and indifferent Judgment be thought needful to be done upon the Premiſſes, or any part thereof, and that then if within the ſpace of other 6. months, next after every ſuch admonition laſt above mentioned to be given by ſuch Viewers aforeſaid in form aforeſaid, all ſuch reparations whereof they ſhall ſo give admonition, ſhall not be done and finiſhed accordingly, That then a Reentry, &c. and an expulſion of the Tenant, any thing &c. And the ſaid *J.* and *A.* for themſelves, their Executors, and Adminiſtrators do covenant, &c. in form, &c. That the ſaid *J.S.* and *A.* their Executors and Adminiſtrators, at their own proper coſts and charges, ſhall from time to time, and at all times well and ſufficiently diſcharge, ſave and keep harmleſs as well the ſaid *W.* his Executors, Adminiſtrators, and Aſſigns, as alſo the ſaid Brew-houſe, and all other the Premiſſes by theſe preſents mentioned to be demiſed, with all and ſingular their Appurtenances, and every part and parcel thereof, of and from all and ſingular former Grants, Bargains, Sales, Leaſes, Charges and Incumbrances whatſoever, had, made, granted, done or knowledged by the ſaid *J.* or *A.* or by any other by their or any of their aſſent in any wiſe. And alſo ſhall ſave harmleſs the ſaid *W.W.* his Executors and Adminiſtrators and the ſaid Brew-houſe, &c. of and from all and all manner of quit-Rents, Annuities, and Rents-charges whatſoever, iſſuing or going out, or to be iſſuing or going out of the ſame or any part thereof, other then only the ſaid yearly Rent of 130 l. reſerved by theſe preſents yearly to be paid for the ſaid Brew-houſe and other the Premiſſes. And further, That the ſaid *J.* and *A.* their Executors, and Adminiſtrators, ſhall and will, from time to time, and at all times, ſave harmleſs the ſaid *W.W.* his Executors, Adminiſtrators, and Aſſigns, againſt the ſaid *H.L.* the Son, his Executors, Adminiſtrators, and Aſſigns, and againſt all other the children of the ſaid *H.L.* the Father, of and for the ſaid yearly Rent of 130 l. and of every part and parcel thereof, to be received by the ſaid *J.* or *A.* their Executors, Adminiſtrators, or Aſſigns. And that upon every payment made of the ſaid yearly Rent, or any part thereof to the ſaid *J.* or *A.* their Executors, or Aſſigns, by the ſaid *W.* his Executors or Aſſigns, according to the tenor and true meaning of theſe preſents

ſaid: The ſaid *J.* or *A.* their Executors, or Aſſigns, ſhall and will ſubſcribe to ſuch a reaſonable Writing, or Acquittance, as the ſaid *W.* his Executors, or Adminiſtrators, ſhall reaſonably require, teſtifying and declaring the receipt of the ſaid payment. And moreover, That he the ſaid *W.* his Executors, and Aſſigns, by and under the payment of the ſaid yearly Rent of 130 l. in manner and form aforeſaid, and by and under the performance of all and ſingular the Covenants and Articles in theſe preſents contained on his and their part to be performed, according to the tenor and true meaning of theſe Indentures ſhall or lawfully may have, hold, and enjoy the ſaid Brew-houſe and the ſaid Tenements, with all and ſingular their Appurtenances, and alſo all the Brewing-Veſſels expreſſed and mentioned in the ſaid Schedule hereunto annexed, and all and every other the Premiſſes with the Appurtenances, and every part and parcel thereof, until the ſaid *H.L.* the Son ſhall accompliſh his full age of 21 years. And in caſe the ſaid ſecond demiſed intereſt into the ſaid Brew-houſe and Tenement, ſhall accrue to the ſaid *A.* by the ſaid Will and Teſtament, then the ſaid *W. W.* his Executors or Aſſigns, ſhall and may likewiſe have, hold, and enjoy the ſaid Brew-houſe and Tenements and every of them, without any lawful let, interruption, or eviction of the ſaid *J.* or *A.* or of their Aſſigns, or any other perſon or perſons, having, or which ſhall have or claim any eſtate, right, title, or intereſt of either of them in any wiſe. And furthermore, it is Covenanted granted, concluded, condeſcended, and fully agreed, by and between the ſaid parties to theſe preſents, And every of the ſaid parties for themſelves, their Executors, and Aſſigns, do by theſe preſents Covenant, grant, conclude, condeſcend, and agree, to and with the other of them, their Executors, and Adminiſtrators, That if it ſhall fortune at any time hereafter any manner of ſtrife, variance or controverſie to ariſe betwixt the ſaid parties, their or any of their Executors, Adminiſtrators, or Aſſigns, or any of them, of, for, or upon any matter, cauſe or thing ſpecified or mentioned in the Indentures, or for or upon any matter or thing to ariſe or grow thereof (other then for non-payment of the ſaid yearly Rent of 130 l.) That then the ſaid parties and every of them, before any Suit in Law be taken, commenced, or proſecuted by them or any of them, of, for, and upon any Article, clauſe, or agreement in theſe preſents declared, as is aforeſaid, ſhall ſtand therein from time to time ſtand to, abide, obey, and perform, all and every ſuch Decree, Order and Judgment, Decrees, Orders, and Judgments, as from time to time, and at any time, ſhall be made and given up by the ſaid Wardens of the Company of C. of the ſaid City of *L.* and the Wardens of the Company of *L.* of the ſame City for the time being, or by any 4. of them, ſo as 2. be C. and the other 2. B. and ſo as the ſaid Wardens or ſuch 4. of them as aforeſaid, from time to time, upon any complaint to them made by the ſaid parties, or by any of them, do make and publiſh their Decree, Order and Judgment, in the Premiſſes, within the ſpace of 2. moneths next after ſuch complaint to them made. And if the ſaid Wardens in form and time aforeſaid make no Order or Decree as is aforeſaid, Then they or either of them at their pleaſures, ſhall not be barred their remedy by Law againſt one another, any thing in theſe preſents to the contrary notwithſtanding. In witneſſe, &c.

A Leaſe of a Houſe in the Country in Reverſion, with Covenant to pay Herriots.

THis Indenture, &c. Between *H. H.* of *H.* in the County of *S.* Gent. and *E.* his wife of the one part, and *W. W.* of *M.* in the ſaid County H. of the other part, Witneſſeth, That whereas the ſaid *H.* and *E.* together with one *T. H.* Father of the ſaid *H.* deceaſed, for a certain ſum of money to them by the ſaid *W. W.* before-hand paid, by their Indenture bearing date, &c. did Demiſe, Grant, Set, and to farm let, unto the ſaid *W. W.* all that their Meſſuage or Tenement, with all Edifices and Buildings thereunto belonging, together with all Lands, Meadows, Leaſowes and Paſtures, Commons of Paſture, Commodities and Feedings to the ſaid Meſſuage or Tenement belonging or appertaining, with all and ſingular their Appurtenances, Scituate, lying and being in the Town and Fields of *M.* aforeſaid, in the County aforeſaid, and then in the Tenure and Occupation of the ſaid *W. W.* To have and to hold the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, Paſtures, Commons, Commodities and Feedings, and all other the Premiſſes, with their Appurtenances, unto the ſaid *W. W.* his Executors and Aſſigns, from the Feaſt of the Purification, &c. laſt paſt, before the date of the ſaid Indenture, unto the full end and term of 24 years, from thenceforth next and immediately enſuing, fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid term to the ſaid *H. H.* and *E.* his wife, or to one of them, or to their Heirs 20 *s.* of lawful money of, &c. as in the ſaid Indenture is contained at large: And noth the ſaid *H. H.* and *E.* his wife, of one aſſent and conſent, for, and in conſideration of the ſum of 20 *l.* of currant money, &c. to the ſaid *H.* and *E.* by the ſaid *W. W.* before, and at the enſealing hereof, well and truly contented and paid, for, and in the name of a Fine, whereof the ſaid *H.* and *E.* and either of them, do knowledge themſelves to be fully ſatisfied and paid: And the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, thereof to be acquitted, exonerated, and diſcharged by theſe preſents: Have demiſed, granted, ſet, and to farm let, and by theſe preſents, &c. unto the ſaid *W. W.* all the foreſaid Meſſuage or Tenement, Edifices, Buildings, with all Lands, Meadows, Leaſowes, Commons of Paſture, to the ſaid Meſſuage or Tenement belonging, with all other the Premiſſes, and their Appurtenances, ſcituate, lying, and being in the Town and Fields of *M.* aforeſaid, in the ſaid County, in as large and ample manner as the ſaid *W. W.* heretofore hath occupied the ſame. To have, hold, occupy, and enjoy the ſaid Meſſuage or Tenement, Lands, Meadows, Leaſowes, Paſtures, Commons, Commodities, and all other the Premiſſes, and every part thereof, with the Appurtenances, to the ſaid *W. W.* his Executors or Aſſigns, from the end and expiration of the foreſaid Indenture. That is to wit, from the Feaſt of the Purification, &c. which ſhall be in the year of our Lord God, one thouſand, &c. unto the full end and term of 21 years then next enſuing, to be fully compleated and ended: Yielding and paying yearly, thereforc during the ſaid term to the ſaid *H. H.* and *E.* his wife, or to any of them, their Heirs or Aſſigns

Recital of the former Leaſe.

Demiſe in Reverſion.

Habend.

Reddend.

assigns, the sum of 23 s. 6 d. &c. at two Feasts in the year usual, That is to say, at the Feasts of the Annun. &c. and St. *M.* &c. by even portions. And if it happen the said yearly Rent of 23 s. to be behind, and unpaid in part, or in all, by the space of one Month, after either of the said payable Feasts wherein it ought to be paid, being lawfully demanded, and by all that time, no sufficient distresse can be found upon the Premisses; then it shall be lawful for the said *H.* and *E.* or their Heirs, into the said Messuage or Tenement, Lands, Meadow, Leasowes, Pastures, and all other the Premisses, with the Appurtenances, to re-enter, and the same to repossesse and have again in as in their former estate. And the said *W. W.* his Executors and Assigns, and all other Occupiers of the same to avoid, expel, and put out: These Indentures, or any thing therein contained to the contrary notwithstanding. And the said *W. W.* doth covenant and grant for him, his Executors and Assigns, to, and with the said *H. H.* and *E.* his wife, the said Messuage or Tenement, and all Edifices and Buildings to the same belonging, sufficiently to repair, maintain and sustain, together with all Hedges and Ditches, in, and about the said Lands, during all the said term, upon his own proper Costs and Charges: And at the end of the said term, the said Buildings, Hedges and Ditches, sufficiently repaired, shall yield, and give up: And also, the said *W. W.* his Executors or Assigns, shall pay to the said *H.* and *E.* or their Heirs, at the death of every person dying Tenant, in, and upon the Premisses, during the said term, his or their best Beast in the name of an *Herriot*. And also, the said *W. W.* doth Covenant and Grant to and with the said *H.* and *E.* that he the said *W. W.* shall not at any time hereafter, during the said term, bargain, sell, or assign his interest or term of years, of, in, and to the said Messuage, and other the Premisses, with the Appurtenances, to any person or persons, other then to his wife, or to one of his Sons, without the special Licence of the said *H.* and *E.* his wife, or their Heirs, upon pain of forfeiting his whole Estate. And that the said *W. W.* his Executors or Assigns, during all the said term, shall yearly pay all chief Rents, and all other services due, or to be due, to any person or persons out of the said Messuage or Tenement, and the Premisses. Moreover the said *H. H.* and *E.* his wife, do Covenant and Grant for them and their Heirs, to, and with the said *W. W.* his Executors or Assigns, That it shall be lawful to the said *W. W.* his Executors or Assigns, during the said term, to have, take, hew, and carry away sufficient House-boot, Hay-boot, Fire-boot, and Plough-boot, in and upon the Premisses, growing and being, doing no wilfull waste. Provided always, that the said *W. W.* his Executors or Assigns, shall not fell, nor hew any Oak by the But, nor cut down any of any Oak growing in *Sayes lee*, during the said term, without the speciall licence of the said *H.* and *E.* And also, the said *W. W.* doth Covenant and Grant, That his Son, to whom he shall assign the Premisses, with the Appurtenances, shall not assign his Interest in and to the Premisses to any person or persons but to his wife, as long as she remaineth Widdow, without the speciall licensse of the said *H.* and *E.* and their Heirs, upon pain of forfeiting their Estate: And the said *H.* and *E.* do Covenant and Grant, for themselves and their Heirs, to, and with the said *W. W.* his Executors and Assigns, That the said *W. W.* his Executors and Assigns, during all the said term, shall peaceably

For repossession upon non-payment.

Covenant for reparation.

And repaired to yield up.

To pay the Herriot at the death of any Tenant.

Lessee not to sell his Interest without Licence.

Tenant to pay quit-rents.

Tenant to have House-boot, and Fire-boot, &c.

Condition for not cutting or topping the Oaks.

Covenant for enjoyance.

ably and quietly, have, hold, occupy, and enjoy the ſaid Meſſuages or Tenements, Lands, Meadowes, Leaſowes and Paſtures, with all and ſingular their Appurtenances, in manner and form above-written, without let, interruption, gain-ſaying of the ſaid *H.* and *E.* his Wife, or their Heirs, or of any other perſon or perſons claiming in their name or names, intereſt, or behalf: In witneſſe, &c.

H. H. bound to *W. W.* in 50 l. for performance of Covenants.

W. W. *by his Will, dated, &c. after divers Legacies, concludeth and finiſheth thus, viz. The reſidue of all my Goods, Cattels, Debts and Leaſes unbequeathed, my Debts paid, and Funeral diſcharged, I give wholly unto the foreſaid* J. W. *of* W. *in the Pariſh of* B. *my full and whole Executor.* In witneſſe, &c.

A Leaſe of a Garden for 1000 *years, with Covenant to convey over the Fee-ſimple of the Premiſſes to the Leſſee, or his Heirs, if they ſhall require it.*

THis Indenture, &c. Between *M. B.* Cit. and G. of *L.* on the one part, and *H. W.* of the City of *L.* aforeſaid, Son of *W. W.* Cit. and [illegible] of the ſame City, on the other part: Witneſſeth, That the ſaid *M. B.* for and in conſideration of the Sum of 45 l. of, &c. whereof, &c. Hath given, granted, demiſed, betaken, and to farm-letten, and by theſe preſents, &c. doth give, grant, demiſe, betake, and to farm-letten unto the ſaid *H. W.* his Executors and Aſſigns, all that Garden, and Garden-ground, with the Lodge therein builded, and the one half of the Well in the Wall [illegible] of, and all Buildings within the ſame Garden, and all the Hedges, Fences, Incloſures thereof, with all and ſingular the Appurtenances and Commodities thereof, now being in the proper Holding and Occupation of the ſaid *M. B.* ſcituate, lying, and being on the Weſt ſide of *M.* without *M.* of the City of *L.* between *M.* aforeſaid, on the South ſide, and the Garden in the tenure [illegible] on the North ſide, and doth contain in length by the North ſide, from Eaſt to Weſt, 128 Foot of aſſize, and by the South-ſide in length as aforeſaid, 128 Foot of aſſize, and in breadth, &c. To have and to hold the ſaid Garden, and Garden-ground, and the Lodge, Buildings, Hedges, Fences, and Incloſures thereof aforeſaid, with all and ſingular their Appurtenances, unto the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, by, and during all the whole term of 1000 years, from thence next following, and fully to be compleat and ended, without impeachment of any manner of Waſte, yielding and paying therefore yearly to the ſaid *M. B.* and his Heirs, one ſilver penny in the Feaſt of All-Saints (if it be aſked) at the Eaſt-end of the ſaid *M. B.* for him, his Heirs, Executors and Adminiſtrators, and every of them, covenanteth and granteth, to, and with the the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, and every of them by theſe preſents,

Habend.

Reddend.

Covenant for Seiſure in fee.

manner and form following; That is to ſay, That he the ſaid *M. B.* now at the enſealing and delivery of theſe preſents, is by good and ſure Title in the Law, lawfully and ſolely ſeiſed of the ſaid Garden, and all other the above mentioned Premiſſes, in his Demeſne, as of Fee-ſimple, without any limitation of Uſe, Defeazance, Mortgage or Condition, to, and for the only uſe of the ſaid *W.* and his Heirs for ever. And that he the ſaid *M. B.* hath good Right, And power to aſſure the premiſſes. full lawful Power and Authority, to give, grant, demiſe, and aſſure all the ſaid Garden, and Garden-ground, and all and every other the Premiſſes above demiſed to the ſaid *W. W.* his Executors, Adminiſtrators and Aſſigns, in manner and form aforeſaid. And that the ſaid Garden and Premiſſes now are, and ſhall henceforth from time to time, and at all times, unto the end of the ſaid term, ſhall be, and continue unto the ſaid *W.* his Executors, Adminiſtrators and Aſſigns, free and clearly diſcharged and acquitted, or otherwiſe by the ſaid *M.* and his Heirs ſaved harmleſs, of, and from all and ſingular former Gifts, Grants, Bargains, Sales, Leaſes, Statutes, Recognizances, Annuities, Fees, Joynters, Dowers, Entails, Fines, Amerciaments, Fines for alienation, and Licence of alienation, Intruſions, and other Eſtates, Titles, and Incumbrances whatſoever, had, made, done, or ſuffered by the ſaid *M. B.* or Sir *M. B.* Knight, his Father deceaſed, or *T. B.* his Brother, Son and Heir of the ſaid Sir *M.* or by any other perſon or perſons, claiming, or having any Eſtate, Title or Intereſt, in or to the ſaid Garden, or any other the Premiſſes, by, from, or under the ſaid *M. B.* and Sir *M. B.* Knight, and *T. B.* or any of them. (The chief Rents from henceforth to be due to the chief Lord, or Lords of the Fee): And Except a Leaſe the Leaſe made and granted of the ſaid Garden, by the ſaid Sir *M. B.* to *A. B.* by Indenture, bearing date, &c. (only except and foreprized.) And moreover, the ſaid *M.* covenanteth, &c. That he the ſaid *W.* his Executors, Adminiſtrators and Aſſigns, from henceforth unto the end of all the ſaid term of 1000 Years, ſhall or lawfully may not only have, hold, occupy, and poſſeſſe all the Garden, and Garden-ground, and all and every other the above demiſſed Premiſſes: But alſo ſhall or may lawfully have, take, perceive, receive, and take all the Iſſues, Profits, Rents, Revenews, and Commodities thereof, and of every part and parcel thereof, without any lett, moleſtation, interruption, or diſturbance of or by the ſaid *M. B.* or his Heirs, or of, or by any other perſon or perſons, which ſhall have or make any Title in or to the ſaid Garden and Premiſſes, or any part thereof, by, from, or under the ſaid Sir *M. B.* Knight, *T. B.* or *M. B.* or by, from, or under them, or any of them, or by, or through any Act, Act, Thing or Things, done, or occaſioned by them, or any of them, except the former Leaſe made to the ſaid *A.* by Indenture, as is aforeſaid, only And further, that if at any time hereafter, the ſaid *W. W.* or his Heirs, ſhall require the ſaid *M. B.* or his Heirs, to convey and aſſure the ſaid Garden, Garden-ground, and all other the above demiſed Premiſſes, with their Appurtenances unto the ſaid *W.* or to his Heirs, or to any other perſon or perſons by their Heirs in Fee-ſimple, that then, upon ſuch requeſt made, the ſaid *M.* and his Heirs, at the Coſts and Charges in the Law of the ſaid *W. W.* or his Heirs, ſhall make, do, knowledge, and finiſh and ſuffer to be done, all and every ſuch Act and Acts, Conveyance and Conveyances, Aſſurance and

Aſſurances, for the conveyance and aſſurance in the Law of all the ſaid Garden, and Garden-ground, and of all other the above demiſed Premiſſes in Fee-ſimple to the ſaid *W.* and his Heirs, or to any other perſon or perſons, and their Heirs, therefore to be named by the ſaid *W. W.* or his Heirs, or to ſuch Uſe and Uſes, and in ſuch manner and form, as by the ſaid *W.* or his Heirs, or by his or their Learned Council, ſhall be lawfully and reaſonably deviſed and appointed, ſo as it be with warranty only of the ſaid *M. B.* and of his Heirs, againſt him and them, and his and their Heirs, and no further. And that the at the time of ſuch Conveyance and Aſſurance making thereof, the ſaid Garden and Premiſſes ſhall be, & from henceforth continue, clear and free from all former Grants, Bargains, Sales, and Incumbrances whatſoever, made, done, or ſuffered, or to be made, done, or ſuffered by the ſaid Sir *M. B.* Knight, *M. B.* and *T. B.* or any of them, or by any other perſon or perſons, by or under their Eſtate, or Eſtate of any of them, this preſent Leaſe, and the other former Leaſe above ſpecified and excepted, only excepted and forepriſed. In witneſſe, &c.

A Leaſe of Land for 500 *years for Aſſurance of payment of a ſum money, with Covenants for Attornment of the Tenants of the Premiſes, and for the aſſuring of Land to the Leſſee and his Heirs for ever, and Requeſt if breach of payment be made,* &c. *A Leaſe deviſed to avoid Bargain, Livery, and Enrolling,* &c.

THis Indenture, &c. Between the Right Honourable *H.* Earl of *H.* Lord *H.* &c. on the one part, and *H. B.* H. of &c. on the other part, Witneſſeth, That the ſaid Earl for, and in conſideration of the ſum of 1600 l. of &c. whereof &c. hath Demiſed, &c. all and ſingular thoſe Mannors of *S. M. H. C.* and *H.* in the County of *S.* with all and ſingular their Appurtenances whatſoever, and all and ſingular thoſe Meſſuages, Lands, Tenements, and Hereditaments, with their Appurtenances in the ſaid County of *S.* commonly called or known by the ſeveral names of *S. M. H. C.* and *H.* and all and ſingular Lands, Tenements, Rents, Reverſions, Services, Profits, and other Hereditaments to the ſaid Mannors and Lordſhips, and other the Premiſſes, or to any of them belonging, or in any wiſe appertaining, or occupied, uſed, demiſed, or Leaſed, as part, parcel, or member of the ſame, or any of them, or reputed, taken, counted, or known as any parcel, or member of them, or of any of them, and all and ſingular other Meſſuages, Lands, Tenements and Hereditaments whatſoever of him the ſaid Earl, with their Appurtenances, ſcituate, lying, being, coming, growing, or renewing, of or in the Towns, Pariſhes, Hamlets and Fields of *S. M. H. C.* and *H.* in the ſaid County of *S.* and the Reverſion and Reverſions of all and ſingular the Premiſſes, and all and ſingular Rents and Profits whatſoever, incident unto the ſame Reverſion and Reverſions; To have and to hold, &c. unto the ſaid *H. B.* his Executors, Adminiſtrators and Aſſigns, from the day of the date of theſe preſents, unto the end and term, and for and during all the term of ſo many years, from thence, &c. and fully to be compleat and ended, under the condition hereafter in theſe Preſents mentioned and declared. And the ſaid Earl for himſelf

Habend.

himſelf, his Heirs, Executors, &c. doth Covenant &c. in form &c. That he the ſaid Earl, now is the very true, ſole, and lawful Owner of the Fee and Inheritance of all and ſingular the Premiſſes, and thereof, and of every part thereof now is, and ſtandeth ſolely and lawfully ſeiſed, of a good, ſure, perfect, and abſolute Eſtate in the Law in Fee-ſimple, to the onely uſe of the ſaid Earl, and of his Heirs and Aſſigns, for ever, abſolutely without any Defeaſance, Condition, or Mort-gage, and that of ſuch Eſtate, he the ſaid Earl hath good right, and lawful authority, to Grant, Leaſe, and Demiſe all and ſingular the Premiſſes, with their Appurtenances to the ſaid *H. B.* his Executors, Adminiſtrators and Aſſigns, in manner and form aforeſaid. And that all and ſingular the ſame Premiſſes, at the enſealing and delivery of theſe preſents, are, and at all times hereafter, for and during the ſaid term of, &c. under the condition hereafter in theſe Preſents expreſſed, ſhall be diſcharged, acquitted, or otherwiſe by the ſaid Earl, his Heirs, Executors or Adminiſtrators, at all times, as well and ſufficiently ſaved harmleſs of, and from all and ſingular former Bargains, Sales, Leaſes, Grants, Statutes, Recognizances, Eſtates, Titles, Charges, and Incumbrances whatſoever, the chief Rents and Services, &c. and all Leaſes not exceeding three Lives, or 21 years, and all Eſtates by Copy of Court-Roll made by the ſaid Earl of the ſaid Mannors, Lordſhips, and other the Premiſſes, or any part thereof, whereupon the old uſual yearly Rents, or more are reſerved, yearly to be paid, during the ſaid Leaſes and Eſtates, only except and forepriſed. **And alſo**, that he the ſaid *H. B.* his Executors and Aſſigns, during all the ſaid term of, &c. upon and under the Condition aforeſaid, ſhall, or may have, hold, occupy, and enjoy all the ſaid Mannors, &c. and all and ſingular other the Premiſſes, and the Rents, Iſſues, and Profits thereof to their own Uſe, ſhall or may lawfully perceive, receive, and take without any Let or Interruption of any other perſon or perſons whatſoever, except before excepted. **And further**, that the Premiſſes by theſe preſents, mentioned to be demiſed, now are, and from henceforth, for, and during all the ſaid term of, &c. ſhall or may continue, remain, and be to the ſaid *H. B.* his Executors, Adminiſtrators and Aſſigns, under the Condition aforeſaid, of the full and clear yearly value of 70 l. of, &c. or above, over and beyond all Charges whatſoever. **Provided allwayes**, That if the ſaid Earl, his Heirs, Executors, &c. ſhall pay, &c. to the ſaid *H. B. &c.* at the Houſe, &c. the ſum of 2650 l. of, &c. in manner and form, &c. That is to ſay, on the 25th of *Auguſt*, *&c.* next, &c. 1050 thereof (and ever after 400 l. till the whole be paid), That then, and from thenceforth theſe preſents, and the Leaſe, Demiſe, and Grant thereby made of all and ſingular the ſaid Premiſſes, and all the Covenants therein contained, and all Bonds and Statutes, made, or to be made, for, or concerning the performance of the Covenants herein contained, or any of them, ſhall be utterly void, and of none effect. And then alſo, and from thenceforth it ſhall and may be lawful to, and for the ſaid Earl, his Heirs, &c. to re-enter, &c. and the ſame to have again, &c. as in his or their former eſtate. Theſe preſents, &c. **And** the ſaid Earl covenanteth, &c. That he the ſaid Earl, within the ſpace of 7 months, next enſuing the date hereof, ſhall and will procure and cauſe, that all and every the Tenants, Farmers and Occupiers, of all and ſingular the ſaid Mannors and Lordſhips, and other the

Owner in Fee.

Authority to Lett.

Diſcharge of Incumbrances.

Enjoyance.

Yearly Rent.

Proviſo.

Tenants to attorn.

the Premiſſes, with their Appurtenances, and of every, or any part thereof, do and ſhall every of them, for his particular Eſtate, return and become Tenant upon this Demiſe, and a Leaſe unto the ſaid *H.B.* his Executors, or Aſſigns, under the Condition aforeſaid, for payment of their ſeveral Rents therefore unto the ſaid *H.B.* his Executors and Aſſigns; and alſo that if Default be made of, or in payment of the ſaid Sum of &c. or any part thereof, to the ſaid *H.B.* his Executors, or Adminiſtrators, contrary to the form aforeſaid, that then at all times during 3 years next after ſuch Default made, the ſaid Earl, and the Right Honourable Counteſs *K.* now his wife, and all and every other perſon and perſons, having or lawfully claiming any Eſtate in the Premiſſes, or any part thereof, by, from, or under the ſaid Earl, or any of his Anceſtors (other then onely ſuch Leaſers and Copyholders as aforeſaid, for their Eſtates and Intereſts before excepted) at, and upon the reaſonable Requeſt, and at the Coſts and Charges in the Law onely of the ſaid *H.* his Executors, or Aſſigns, ſhall and will do, make, knowledge, and ſuffer, and cauſe &c. all and every ſuch lawful and reaſonable Act and Acts, Thing and Things in the Law, either for the further and better confirmation and aſſurance of this preſent Demiſe and Leaſe, or elſe for the clear and abſolute conveying of the Fee and Inheritance of all and ſingular the Premiſſes, with their Appurtenances, to the ſaid *H.B.* his Heirs and Aſſigns for ever abſolutely without any condition, as by the ſaid *H.* his Heirs or Aſſigns, or his or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed. Nevertheleſs, the ſaid Earl, or any other perſon, to make any ſuch Aſſurance or Conveyance, ſhall not be required or compelled for the making thereof to travel above 3 miles diſtance from the place, where they ſo required ſhall be, when ſuch Requeſt to them ſhall be made. In witneſs, &c.

A Leaſe of a Wind-Mill.

This Indenture made &c. Between *H. E.* of *M.* of the one part, and *T. P.* of *K.* in the County of *H.* Yeoman, of the other part, Witneſſeth, That the ſaid *H. E.* as well for and in conſideration of the Yearly Rent hereafter in and by theſe Preſents reſerved, as for divers other good cauſes and conſiderations, the ſaid *E.* thereunto eſpecially moving, hath demiſed, granted, ſet, and to Farm-letten, and by theſe Preſents doth demiſe, grant, ſet, and to Farm let unto the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, all that piece and parcel of ground, lying and being in *N.* Field, within the Pariſh of *K.* aforeſaid. And all that the Mill, called *K.* or *N.* Wind-Mill, ſcituate, ſtanding, or being in or upon the ſaid piece or parcel of ground, together with all and all manner of going and running Geers, belonging and uſed to and with the ſame Mill. And alſo all and all manner of other Goods and Chattels, Utenſils, Implements, and Tools whatſoever, of his the ſaid *H. E.* now ſtanding, remaining, or being, of, in, or upon the ſame piece or parcel of ground, or within or upon the ſame Wind-Mill: All which now are more particularly ſet down and expreſſed in a Schedule indented, to theſe preſents annexed: Together with all ways, paſſages, and common uſe of paſſing to and from the ſaid Wind-

Wind-Mill, heretofore uſually accuſtomed and enjoyed, with all and every the Appurtenances, To have and to hold the ſaid piece and parcel of Ground, Wind-Mill, and all and ſingular the before-mentioned Premiſſes, with their and every of their Appurtenances, unto the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, from &c. for and during, and untill the full end and term of &c. from thence next enſuing, and fully to be compleat, finiſhed, and ended, yielding and paying therefore yearly, during the ſaid term, unto the ſaid *H. E.* his Heirs and Aſſigns, the ſum of &c. of good and lawful money of *England*, at the &c. by even and equal portions. And if it ſhall happen the ſaid yearly Rent of &c. to be behind or unpaid, in part, or in all, by the ſpace of &c. dayes next after any of the ſaid Feaſt-dayes of payment, wherein the ſame ought to be paid as aforeſaid, being lawfully demanded, that then it ſhall and may be lawful to and for the ſaid *H. E.* his Heirs and Aſſigns, into the ſaid piece or parcel of Ground and Wind-Mill, and other the Premiſſes, to enter and diſtrain, and the Diſtreſs and Diſtreſſes ſo had and taken, to bear and carry away, and the ſame to with-hold and keep, untill the ſaid *H. E.* his Heirs and Aſſigns, ſhall of the ſame Rent, and of every part and parcel thereof, with the Arrearages thereof (if any happen to be) be fully ſatisfied, contented, and paid. And the ſaid *T. P.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, and every of them, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs, Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe Preſents, That he the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will at all times needful, during the ſaid term, grind to and for the ſaid *H. E.* his Houſhold and Family, all ſuch Grain of Wheat, Rye, and Barley, as ſhall be by the Servants or Aſſigns of the ſaid *H. E.* brought to the ſaid Mill, and ſpent for the convenient maintenance of him the ſaid *H. E.* his Houſhold and Family, if the ſaid *H. E.* &c. ſhall ſo long dwell and inhabit in *K.* aforeſaid, and the ſame Grain ſhall grind without any delay, and ſo ſoon as the ſame may be conveniently ground by the ſaid Wind-Mill, and that without claiming or taking any manner of Toll or Cuſtome for the ſame, the Grieſt of Grain not exceeding ſix Buſhels weekly. And the ſaid *T. P.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs and Aſſigns, by theſe Preſents, That he the ſaid *T. P.* and his Aſſigns, ſhall and will, for and during all the aforeſaid term, at all times, when and as often as need ſhall require, at his and their own proper coſts and charges, well and ſufficiently amend, maintain, and keep in repair, the ſaid Wind-Mill, and every part thereof, with all manner of needful and neceſſary Reparations, the ſaid *H. E.* his Heirs and Aſſigns, finding, providing, and allowing, all ſuch, and ſo much great Timber, as ſhall be meet and convenient for the upholding, repairing, and amending of the ſame Mill: As alſo bringing the ſaid Timber to the ſaid Mill, at all times when need ſhall be, for amending of the ſame. All which the ſaid *H. E.* his Heirs and Aſſigns, do covenant and grant, to and with the ſaid *T. P.* his Heirs and Aſſigns, to do, fulfill, and perform. And the ſaid *H. E.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, and every of them, by theſe Preſents,

Preſents, That if it ſhall fortune at any time within the ſaid term (which God forbid) that the ſaid Wind-Mill, by violence of Weather or Tempeſt, to be overthrown, or by any other caſualty to periſh; And that not by the careleſsneſs or negligence of the ſaid *T. P.* his Executors or Aſſigns, that then the ſaid *H. E.* his Heirs or Aſſigns, ſhall and will at his and their own proper Coſts and Charges, within &c. next after ſuch overthrow, or other caſualty, erect, re-edifie, and build again the ſaid Wind-Mill, and place the ſame within the ſaid compaſs of the ſame ground whereon it now ſtandeth, to the uſe of the ſaid *T. P.* his Executors, and Aſſigns. And the ſaid *T. P.* for him, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs and Aſſigns, by theſe Preſents, That if it ſhall fortune the ſaid Wind-Mill, by violence of Weather, or otherwiſe, to be overthrown or periſh, and that by the negligence and careleſneſs of the ſaid *T. P.* his Executors, or Aſſigns, that then the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will, before the end of &c. next after ſuch overthrow, or other caſualty, erect, re-edifie, and build again the ſaid Wind-Mill, and place the ſame where now it ſtandeth, at his and their own proper coſts and charges, he the ſaid *H. E.* finding, providing, and allowing ſuch and ſo much Timber, of all ſorts needful, as will ſerve for the re-edifying and building the ſame again, the ſaid *T. P.* being allowed all the Chips, and of all Wood thereof, for and towards his charge of the ſame. And further, That he the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and will, at the end of the ſaid term of years hereby granted, leave and yield up the ſaid Wind-Mill in good and ſufficient repair, together with ſuch Implements, Utenſils, Tools, and going or running Geers, belonging to or uſed with the ſame Mill, and of ſo good value and price, as they be now valued at, as appeareth in the Schedule to theſe Preſents annexed, as ſhall be adjudged meet, by the judgment of two indifferent men to be choſen by the ſaid parties, equally to view and value the ſame. Provided always, and it is nevertheleſs covenanted, granted, condeſcended, and agreed, by and between the ſaid parties to theſe preſents, that if it ſhall happen the ſaid Implements, Utenſils, Tools, or running Geers, in the ſaid Schedule expreſſed, not to be found by the ſaid two men to be of ſo good value at the end of the ſaid term, as they now are rated at, that then he the ſaid *T. P.* his Executors, Adminiſtrators, or Aſſigns, ſhall and will content and pay unto the ſaid *H. E.* his Heirs or Aſſigns, ſo much lawful money, as the ſaid Implements, Utenſils, Tools, and running Geers, ſhall be leſs worth, then they are in the ſaid Schedule valued: Or if it ſhall happen the ſaid Implements, Utenſils, Tools, or running Geers, to be found by the ſaid two men, to be of better value, then they are now expreſſed in the ſaid Schedule to be of, that then the ſaid *H. E.* his Heirs or Aſſigns, ſhall and will content and pay unto the ſaid *T. P.* his Executors or Aſſigns, ſo much lawful money, as the ſame Goods ſhall be better worth by the Judgment of the ſame two men. And the ſaid *T. P.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *H. E.* his Heirs and Aſſigns, that he the ſaid *T. P.* his Executors, Adminiſtrators, nor Aſſigns, ſhall or will demiſe, let, or ſet the ſaid piece of Ground or Wind-Mill, or any part thereof, to any perſon or perſons, during the

the ſaid term, without the conſent of the ſaid *H. E.* his Heirs or Aſſigns, firſt had and obtained in writing. And the ſaid *H. E.* for himſelf, his Heirs, Executors, Adminiſtrators, and Aſſigns, doth covenant, promiſe, and grant, to and with the ſaid *T. P.* his Executors, Adminiſtrators, and Aſsigns, and every of them, by theſe Preſents, That he the ſaid *T. P.* his Executors, Adminiſtrators, and Aſſigns, ſhall and may, at all times hereafter, and from time to time, during the ſaid term, for and under the yearly Rent, Covenants, Reſervations, and Agreements above ſpecified, peaceably and quietly, have, hold, occupy, poſſeſs, and enjoy the ſaid piece or parcel of Ground, Wind-Mill, and other the above demiſed Premiſſes, with their and every of their Appurtenances, without any lawful let, trouble, denial, expulſion, eviction, incumbrance, or interruption, of, or by the ſaid *H. E.* his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming from, by, or under him, them, or any of them. In witneſſe, &c.

A Leaſe of a Houſe in London, *by a Man and his Wife, who have two parts thereof in the Wife's Right during her life, and by the Son of the Woman, who hath the third part thereof in Fee, and the Reverſion of the other two parts, after the Womans deceaſe.*

This Indenture *Tripartite* made &c. Between *R. S.* of *A.* in the County of *H.* Gent. and *C.* now his Wife, and late the Wife of *E. J.* late of *A.* aforeſaid Eſq; deceaſed, on the firſt part, and *B. J.* of *A.* aforeſaid Gent. Son and Heir-apparant of the ſaid *E. J.* on the ſecond part, and *J. P.* Cit. and *J.* of *L.* on the 3d part, Witneſſeth, That whereas the ſaid *R. S.* and *C.* his Wife, are lawfully ſeized in their Demeſn as of Free-hold, in the Right of the ſaid *C.* for and during the natural life of the ſaid *C.* of and in two parts, in 3 parts to be divided, of all that Meſſuage or Tenement, with the Appurtenances ſometimes called or known by the name of *O.* houſe, late in the Tenure of &c. and now in the Tenure of the ſaid *J. P.* or his Aſſigns, ſcituate &c. in *T.* ſtreet, on the North-ſide of the ſame ſtreet, againſt the Capital Manſion-houſe called *B.* Caſtle, in the Pariſh of St. *B. alias B.* nigh unto *P.* Wharff, within the City of *L.* and of all Shops, Cellars, Chambers, Rooms, Yards, Gardens, Back-ſides, and other Commodities and Appurtenances whatſoever, to and with the ſaid Meſſuage or Tenement, now or heretofore uſed, demiſed, let, ſet, occupyed, and belonging, or in any wiſe appertaining, which ſaid Meſſuage, or Tenement, with the Appurtenances ſometime called &c. doth abut &c. And where alſo the ſaid *B. J.* is lawfully ſeized in his Demeſne as of Fee, of and in the third part of the ſaid Meſſuage or Tenement, with the Appurtenances, ſometime called &c. and of all Shops &c. And is alſo ſeized as of Fee and Right of and in the Reverſion or Remainder of the ſaid two parts of the ſaid Meſſuage or Tenement, with the Appurtenances, ſometime called or known by the name of &c. and of all other the Premiſſes, with their Appurtenances, immediately after the Death and Deceaſe of the ſaid *C. S.* his Mother, ſtanding the ſaid *R. S.* and *C.* his Wife, for and in conſideration of the Sum of

Recital of the Husband and Wives Free-hold Eſtate in two parts.

Recital of the Sons Seiſure in Fee of the 3d part preſently, and of the two parts in Reverſion after the Womans deceaſe.

Demise by the Man and Wife of their two parts for 21. years, if the Woman so long live.

Reddend.

Demise by the Son of a 3d part, and the Reversion of the other two Parts.

Habend. the 3d Part for 21 years.

Habend. the reversion of the 2 Parts after the womans decease, for the residue of the 21 years.

Redd'nd. &c. And *Reddon.*

Demise by the man his wife, and the Son of the Implements.

For non-payment.

00 *l.* of &c. to them in hand &c. whereof &c. have demised &c. and by these Presents do demise &c. unto the said *J. P.* all those their said two parts of the said Messuage or Tenement, with the Appurtenances sometime called &c. And of all and singular Shops &c. **To have and to hold** the said 2 parts in 3 parts to be divided of the said Messuage or Tenement, with the Appurtenances, and of all the said Shops &c. to the said *J. P.* his Executors, Administrators, and Assigns, from the Feast of the Birth &c. last past &c. unto the end and term of 21 years from thence &c. and fully to be compleat and ended, if the said *C.* shall happen so long to live, yielding and paying therefore yearly to the said *R.* and *C.* and to the said *C.* if she happen to survive the said *R.* during so many years of the said term of 21 years, as she the said *C.* shall happen to live, 53 *s.* 4 *d.* of &c. at 4 Feasts &c. by even portions. **And** the said *B. J.* for and in consideration of the Sum of &c. whereof &c. hath &c. and by these Presents doth &c. unto the said *J. P.* all that his 3d part of the said Messuage or Tenement, with the Appurtenances, and of all and singular other the Premisses with their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, of the said 2 parts of the same Messuage or Tenement, and of all and singular other the Premisses, with their Appurtenances, before by these Presents mentioned, to be by the said *R.* and *C.* demised to the said *J. P.* **To have and to hold** the said 3d part of the Messuage or Tenement, with the Appurtenances, and of all and singular other the Premisses, with their Appurtenances, to the said *J. P.* his Executors &c. from the Feast of the Birth &c. last &c. unto the end and term of 21 years from thence, &c. and fully to be compleat and ended. And **to have and to hold** the said Reversion and Reversions, Remainder and Remainders of the said 2 parts of the said Messuage or Tenement, with the Appurtenances, and of all and every other the Premisses, with their Appurtenances, unto the said *J. P.* his Executors, &c. immediately after the death of the said *C.* until the end and term of the said 21 years next ensuing from of the Feast of the Birth &c. last &c. yielding and paying therefore yearly to the said *B. J.* his Heirs and Assigns, during the life of the said *C.* 26 *s.* 8 *d.* of &c. at 4 Feasts &c. and yielding and paying for the said Messuage or Tenement, and other the Premisses, from and after the decease of the said *C.* to the said *B.* his Heirs and Assigns, during the then residue of the said Term of 21 years, the yearly Rent or 4 *l.* of, &c. at the said 4 Feasts, &c. And also, the said *R. S. C.* his wife, and *B. J.* do by these presents demise &c. unto the said *J. P.* all and singular the Implements, Utensils, Furniture, and Necessaries whatsoever, remaining in the Premises, and mentioned and expressed in a Schedule indented to these Presents annexed. **To have and to hold** all the said Implements, &c. to the said *J.* his Executors, &c. from the Feast &c. last &c. unto the end and term of 21 years, from thence &c. And if it shall happen the said yearly Rent of 53 *s.* 4 *d.* reserved and agreed, in and by these Presents, to be paid to the said *R.* and *C.* his wife, during the life of the said *C.* or the yearly Rent of 26 *s.* 8 *d.* reserved and agreed to be paid to the said *B.* his Heirs and Assigns, during the life of the same *C.* or the said yearly Rent of 4 *l.* reserved to be paid to the said *B.* if it happen the said *C.* to dye, during the said term of 21 years, to be behind unpaid, in part or in all, by the space of 14 days next after

…ſhall any of the ſaid Feaſts or Terms of Payment, wherein it ought to be paid, being lawfully demanded by the ſaid *R.* and *C.* and *B. J.* or his Heirs, or any of them, by the Aſſignee or Aſſignees of them, or of either or any of them, that then it ſhall be lawful to and for the ſaid *R. S.* and *C.* his wife, or their Aſſigns, and to and for the ſaid *B. J.* his Heirs and Aſſigns, or for ſuch of them as ſhall have lawful Right and Authority, to demand, have, take, and receive the ſaid Rents, or any of them, or any part or parcel of them, or any of them which ſhall be left unpaid, by the ſpace of 14 days, after any of the ſaid Feaſts or terms of payment thereof, into the ſaid Meſſuage or Tenement, and all and ſingular other the Premiſſes, by theſe Preſents demiſed, to enter and diſtrain, and the Diſtreſſes ſo there taken, from thence lawfully to bear, lead, drive, and carry away: And the ſame to detain and keep, until the ſaid yearly Rent and Rents ſo being behind unpaid, with the Arrearages thereof, if any ſuch ſhall be, unto the ſaid *R. S.* and *C.* his wife, or their Aſſigns, and the ſaid *B.* his Heirs or Aſſigns, or to ſuch of them, as ſhall have lawful Right and Authority, to have, take, demand, and receive the ſame, as aforeſaid, ſhall be fully ſatisfied, contented, and paid. For entrance upon the Premiſſes to diſtrain.

And the ſaid *J. P.* for him &c. doth covenant &c. to and with the ſaid *R.* and *C.* his wife, and their Aſſigns, and to and with the ſaid *B J.* his Heirs and Aſſigns, and to and with every of them ſeverally, by theſe Preſents, that he the ſaid *J. P.* his Executors and Aſſigns, at his and their own proper coſts and charges, all the ſaid Meſſuages or Tenements, with the Appurtenances, by theſe Prefents, demiſed, in and by all things, well and ſufficiently ſhall repair, ſuſtain, ſupport, and maintain, and againſt Wind and Rain ſhall make defenſible, as often and when as need ſhall require, during the ſaid term, or upon ſuch warning, and within ſuch ſpace after warning, as is hereafter mentioned in theſe Preſents, and all the Privies or Widraughts, to the ſaid demiſed Premiſſes belonging, ſhall cauſe to be purged, cleanſed, and made clean, and all the Pavements, as well the ſaid demiſed Meſſuage or Tenement, as alſo in the Street to the ſame Tenement belonging, ſhall cauſe to be paved, repaired, and amended, as often as need ſhall require, during the ſame term, or within ſuch ſpace, after warning, as hereafter is limited and mentioned. Covenant touching Reparations.

And alſo, The ſaid *J. P.* covenanteth &c. *ut antea*, that it ſhall be lawful to and for the ſaid *R.* and *C.* and either of them, or their Aſſigns, or the Aſſignees or Aſſigns of either of them, and to and for the ſaid *B. J.* his Heirs and Aſſigns, twice in the year, every year, yearly during the ſaid term, at their liberty and pleaſure, to enter into all the ſaid parts of the ſaid Meſſuages or Tenements, with the Appurtenances, by theſe Preſents demiſed, and there to view and ſearch what Reparations ſhall be needful to be made and done, and that if, and as often as any Default or lack of needful Reparations ſhall there happen to be found, that then, and ſo often from time to time the ſaid *J. P.* his Executors, Adminiſtrators, or Aſſigns, at his or their own coſts and charges, within one half year next after monition or warning thereof, to him or them given by the ſaid *R.* and *C.* his wife, or by either of them, or by their or either of their Aſſigns, or by the ſaid *B.* his Heirs or Aſſigns, or by any of them, ſhall and will repair, new-make, and mend all and every the ſame Defaults, or lacks of needful Reparations, without fraud or covin, and in the end of the ſaid term, the ſaid Meſſuage- View for Reparations.

ſuage or Tenement, or other the Premiſſes, well and ſufficiently repaired, amended, cleanſed, ſcoured and paved, ſhall leave, and yield up to the ſaid *R. C.* and *B.* and to the Heirs and Aſſigns of the ſaid *B.* *And* the ſaid *R. S.* for himſelf, and the ſaid *C.* his Wife, and either of them, and the Executors and Aſſigns of them, and of either of them, Covenanteth with the Tenant, &c. That they the ſaid *R.* and *C.* and their Aſſigns, and the Aſſigns of either of them, at their own proper coſts and charges, ſhall bear and pay 2. parts, in 3. parts to be divided, of all manner of chief Rents, and quit-rents due, to be due, born or paid, by reaſon of the ſaid Meſſuage or Tenement, or of any part thereof, if any ſuch be; and of, and for the ſame 2. parts thereof, ſhall clearly acquit and diſcharge as well the ſaid *I.* his Executors and Aſſigns, as all and ſingular, the Premiſſes, from time to time, and at all times, during the ſaid term of 21 years, if the ſaid *C.* ſhall happen ſo long to live. And the ſaid *B.* for him &c. covenanteth with the ſaid Tenant &c. that he the ſaid *B.* his Heirs and Aſſigns, at his and their own proper coſts and charges, ſhall bear and pay the other 3d part of all the ſaid chief Rents and Quit-Rents due, or to be due, born, or paid, out of, for, or by reaſon of the ſaid Meſſuage or Tenement, and other the Premiſſes, or any part or parcel of the ſame, if any ſuch be: and if the ſame 3d part there of ſhall acquit &c. the ſaid *J.* &c. during &c. if the ſaid *C.* ſhall ſo long live; and if the ſaid *C.* ſhall depart this preſent life, before the end of the ſaid 21 years, that then, and from thenceforth the ſaid *B.* his Heirs and Aſſigns, at his and their own proper coſts and charges, ſhall bear and pay all manner of chief and quit-rents due, or to be due, born, or paid, out, for, or by reaſon of the Premiſſes, or any part thereof, if any ſuch be, and thereof ſhall clearly acquit &c. as well the ſaid *J.* his Executors and Aſſigns, as all and ſingular the ſaid Premiſſes from time to time, during all the reſidue of the ſaid term of 21 years; and if it happen the Rents &c. to be unpaid by the ſpace of a quarter of a yeor, after any Feaſt or Term of payment thereof aforeſaid, in which it ought to be paid, being lawfully asked, and no ſufficient Diſtreſs for the ſame can be found within the ſaid Demiſed Premiſſes, that then a Re-entry &c. and an expulſion of the Tenant. And the ſaid *R. S.* for himſelf, and the ſaid *C.* covenanteth with the Tenant &c. that he the ſaid *J.* his Executors, Adminiſtrators, and Aſſigns, paying the ſeveral Rents aforeſaid, at ſuch days and times, and in ſuch manner and form, as the ſame are reſerved, limited, or agreed, to be paid and performed, all and every the Covenants, Grants, and Agreements, contained and mentioned in theſe Preſents, which on his or their part or behalf are to be performed, ſhall or may peaceably and quietly have, hold, occupy, and enjoy, all the ſaid 2 parts, of all and ſingular the Premiſſes, with the Appurtenances, for and during all the ſaid term of 21 years, if the ſaid *C.* ſhall ſo long live, without let, interruption, or diſturbance of the ſaid *R.* and *C.* or either of them, or of the Aſſignee or Aſſignees, of them, or of either of them, and without any lawful let &c. of any other perſon or perſons whatſoever. And the ſaid *B. J.* covenanteth with the ſaid Tenant &c. that he the ſaid *J.* paying the ſeveral Rents aforeſaid, at ſuch days &c. ſhall or may peaceably enjoy &c. the ſaid 3d part of all and ſingular the Premiſſes, with their Appurtenances, and Reverſion and Re-

The Lords to pay quit-rent.

For re-entrance, in caſe of no diſtreſs to be found.

Warranty by the man and woman.

Warranty by the Son.

Reverſions, Remainder and Remainders, of all ſingular the Premiſſes, with their Appurtenances, for, and during the ſaid term of, &c. next enſuing, from the Feaſt, &c. without any lett, &c. general warranty, &c. In witneſſe, &c.

A Leaſe made, to the intent the Leſſee, with the Rents and Profits of the Land, ſhall pay the Leſſors Debts.

THis Indenture, &c. Between, &c. Witneſſeth, That whereas the ſaid *J. M.* is now lawfully ſeiſed in Fee, of, and in one Meſſuage, with the Appurtenances, ſcituated, &c. of the yearly value of 25 l. of lawful, &c. and alſo of, and in one Meſſuage, with the Appurtenances, ſcituate &c. of the yearly value of 26 s. one of which ſaid Meſſuages, with the Appurtenances, E. now wife of the ſaid *W. S.* hath for her Dower for the term of her life, at the yearly Rent of 8 l. 7 s. of like lawful mony as aforeſaid; and alſo whereas the ſaid *J. M.* is indebted, and doth owe unto divers perſons the ſum of 1781. 6 s. the particulars whereof are expreſſed in one Schedule annexed to theſe preſents, which the ſaid *J.* is not able preſently to pay, and yet minding faithfully that the ſame ſhall be paid with ſuch ſpeed as he conveniently may, therefore, for and in conſideration the ſaid *W. S.* hath undertaken of the Rents and Profits ariſing of the ſaid Meſſuage, and other the Premiſſes, to pay and ſatisfie the Debts aforeſaid, owing by the ſaid *J. M.* rateably to any of his Creditors, an equal part according to their ſeveral Debts, as that ſhall be yearly raiſed of the ſaid clear yearly Profits of the Premiſſes, he the ſaid *J. M.* hath demiſed, &c. and, &c. to the ſaid *W. S.* both the ſaid Meſſuages, with their Appurtenances, and all Houſes, &c. and the Reverſion and Reverſions thereof, To have and to hold the ſaid, &c. to the ſaid *W. S.* his Heirs, Adminiſtrators and Aſſigns, from, &c. by, and during the term of 18 years from thence, &c. yielding, &c. unto the *Feaſt of Mich.* and our *Lady Day*, by even portions. And the ſaid *W. S.* covenanteth, &c. that he the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, during all the ſaid term of years, all the Premiſſes, of, and with the ſaid Rents and Profits of the ſaid Premiſſes, ſhall and will maintain and ſuſtain, in, and with all neceſſary Reparations whatſoever thereunto to be needful, from time to time, and that as ſoon as the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall have, had, and levyed the ſum of 178 l. 6 s. 8 d. aforeſaid, upon the Premiſſes, in clear profit, beyond all Charges thereof, that then, and from thenceforth he the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall and will well and truly account to, and with the ſaid *J. M.* his Heirs and Aſſigns, and for all the reſidue of the ſaid clear Profits, and therefore ſhall make due ſatisfaction to the ſaid *J. M.* his Heirs and Aſſigns, without any Fraud or Covin. And the ſaid *J. M.* covenanteth, &c. That he the ſaid *J.* to, and for his part, now ſtandeth lawfully ſole ſeiſed of and in all and ſingular the Premiſſes, of a good, perfect, pure, and abſolute Eſtate in the Law of Fee-ſimple, and that the ſaid Premiſſes are, and from henceforth ſhall continue clearly and freely acquitted, of, and from all former Bargains, Sales, Leaſes, Grants and

Incumbrances, had, made, or granted by the ſaid *J. M.* And alſo, that the ſaid *W. S.* his Executors, Adminiſtrators and Aſſigns, ſhall or lawfully may during the ſaid term of 18 years, hold and enjoy the ſaid, &c. according to the true meaning of theſe Preſents, without any manner of lawful lett, moleſtation, or eviction to come or happen to the contrary, by the means, occaſion, or procurement of the ſaid *J. M.* in any wiſe. In witneſſe, &c.

A Leaſe of a Houſe in the Country for Life, with Covenant by the Tenant, to pay Herriots, bear Charge in time of War, and do other Services, which for the Premiſſes formerly had been accuſtomed.

THis Indenture, &c. Between *N. L.* of, &c. in the County of *B.* &c. on the one part, and *M. B.* Daughter of, &c. deceaſed, on the other part: Witneſſeth, That the ſaid *N.* for divers Conſiderations, &c. hath demiſed, &c. to the ſaid *M.* all that his Meſſuage or Tenement, &c. and all Lands, &c. To have and to hold the ſaid Meſſuage or Tenement, with the Appurtenances, and all and every other the Premiſſes above demiſed to the ſaid *M.* and her Aſſigns, from the Feaſt of, &c. laſt, &c. for and during the term of the natural life of the ſaid *M.* yielding and paying therefore yearly during the ſaid term of the natural of the ſaid *M.* 25 s. 4 d. of, &c. at the Feaſts of, &c. And if it ſhall happen the ſaid yearly Rent of, &c. or any part thereof, to be behind or unpaid, in part, or in all, by the ſpace of one Month next after any day of payment thereof, as is aforeſaid, being lawfully demanded, and no ſufficient Diſtreſs in and upon the Premiſſes then and there found or may be had or found, that then, and from thenceforth a Re-entry, &c. And the ſaid *M.* covenanteth, &c. That ſhe the ſaid *M.* and her Aſſigns, at her and their own proper Coſts and Charges, from time to time, and at all times during the natural life of the ſaid *M.* the ſaid Meſſuage or Tenement, with the Appurtenances, in and with all manner of needful and neceſſary Reparations ſhall cauſe to be repaired, maintained and amended, as often, and when need ſhall require: And all the ſame Premiſſes, ſo being well and ſufficiently repaired, in the end of the ſaid term ſhall ſo leave and yield up.

And the ſaid *M.* covenanteth, &c. That ſhe the ſaid *M.* her Executors, Adminiſtrators and Aſſigns, ſhall and will not only yield, give, and pay unto the ſaid *N.* his Heirs, Executors, or Aſſigns, her, or their beſt quick Beaſt, or the beſt of her Goods, (if there be no Beaſt) for and in the name of an Heriot at the death and departure of every Tenant of the Premiſſes, during the ſaid term, but alſo ſhall and will yearly, from time to time, during the ſaid term, yield, do, pay and perform to the ſaid *N.* his Heirs and Aſſigns, all the Cuſtoms, Services and Duties, as the Tenants of the Premiſſes, or any of them have heretofore been accuſtomed to yield, do, or perform for the ſame Premiſſes or any part thereof; and ſhall alſo from time to time, during the ſaid term, often as the ſaid *N.* his Heirs or Aſſigns, ſhall be charged for the Warrs of the Kings Majeſty, his Heirs or Succeſſors, bear and pay ſuch portion and part towards the ſame, as the Tenants of the Premiſſes heretofore have been acc

meſt to beat and pay. A Covenant for general warranty. A Letter of Attorney, to deliver poſſeſſion in.

A Leaſe of a Rectory and Parſonage for 300 years, conditionall for payment of money, containing very good Covenants, amongſt which, one to convey the Fee in caſe of breach of payment, if the Mortgagee will.

This Indenture, &c. Between *W. C.* of *B.* in the County of *H.* Eſq; on the one part, and *R. M.* Cit. and *A.* of *L.* on the other part: Witneſſeth, That the ſaid *W. C.* for, and in conſideration of the Sum of 800 l. of, &c. whereof, &c. hath demiſed, betaken, and to farm-letten, and by theſe preſents, &c. unto the ſaid *R. M.* all that the Parſonage, Rectory, and Church of *S.* with all and ſingular the Appurtenances, in the County of *E*: And the Advowſon, Gift, Preſentation, free Diſpoſition, and right of Patronage, of the Vicaridge of *S.* aforeſaid, and all and ſingular Meſſuages, Houſes, Edifices, Barns, Stables, Dove-houſes, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Glebe-Lands, Tythes of Corn, Grain, Hay and Wood, and all other Tythes of what kind or Nature ſoever, or by what Name or Names they are called or known, Penſions, Portions, Rents, Reverſions, Services, Courts-Leets, Views of Frankpledge, Franchiſes, Goods, Waifes and Strayes, Liberties and Priviledges, and all other other Rights, Profits, Commodities, Emoluments and Hereditaments whatſoever, with all and ſingular their Rights, Members and Appurtenances, ſet, lying, and being, growing, coming or renewing, in the Town, Field, Pariſh, or Hamlet of *S.* aforeſaid, in the ſaid County of *E.* or elſewhere in the ſame County, to the ſaid Parſonage, Rectory, and Church of *S.* belonging, or in any wiſe appertaining, or as part, parcel, or member of the ſame, now lawfully accepted, reputed, taken, uſed, demiſed or enjoyed, together with the Reverſion and Reverſions whatſoever, of all and ſingular the Premiſſes, and of every part and parcel thereof: And alſo all Rents and yearly Profits whatſoever, reſerved upon any whatſoever Demiſe or Grant, Demiſes, or Grants of the Premiſſes, or of any part or parcel thereof, To have and to hold the ſaid Parſonage, Rectory, and Church of *S.* Advowſon, Lands, Tenements, Hereditaments, and all, and ſingular other the Premiſſes, with their Appurtenances, above by theſe preſents mentioned to be demiſed to the ſaid *R. M.* his Executors, Adminiſtrators and Aſſigns, from the Feaſt of, &c. laſt, &c. unto the end and term of 300 years, from thence next following, and fully to be compleat and ended, and without impeachment of, or for any manner of Waſte to be done, of, in, or upon the Premiſſes, or any part or parcel thereof, at any time from or after the 24 of *December*, which ſhall be, &c. yielding and paying therefore yearly, during the ſaid term, unto the ſaid *W. C.* his Heirs and Aſſigns 40 s. of, &c. payable at the Feaſts of, &c. by eaven and equal portions. And the ſaid *W. C.* for him, &c. doth Covenant with the ſaid *R. M.* in form, &c. That is to ſay, That he the ſaid *W. C.* the day of the date of theſe preſents, is the very, true, lawful, and ſole Owner of the ſaid Parſonage

and Church of *S.* aforeſaid, and of the ſaid Advowſon, Meſſuage, Landes, Tenements, Tythes, and of, and in all and ſingular other the Premiſſes above by theſe preſents demiſed, and of every part thereof, with their Appurtenances, and thereof, and of every part thereof, now is, and ſtandeth lawfully and ſtately ſeiſed of a good, perfect, and abſolute Eſtate in the Law, in Fee-ſimple, without any Condition or Mortgage. And that he the ſaid *W.* hath full power, and lawful Authority to convey and aſſure all and ſingular the Premiſſes, and every part thereof, to the ſaid *R.* his Executors and Aſſigns, during the ſaid term, according to the intent and true meaning of theſe preſent Indentures; And alſo that the ſaid Rectory, Parſonage, and other the Premiſſes, above by theſe preſents mentioned to be demiſed, now are and be, and during the ſaid term of 300 years, upon and under the Condition hereafter in theſe preſents expreſſed, ſhall be, and continue, clearly diſcharged and acquitted, or otherwiſe by the ſaid *W.* his Heirs, Executors or Adminiſtrators, or ſome of them, at, and upon a reaſonable requeſt, from time to time to be made, ſufficiently ſaved, or kept harmleſs, of, and from all former Bargains, Sales, Leaſes, Grants, Eſtates, Titles, Joyntures, Dowers, Recognizances, Statute-Merchant, and of the Staple, Condemnations, Judgments, Executions, Fines, Wills, Amerciaments, and of, and from all other Eſtates, Charges, Titles, and Incumbrances whatſoever, had, made, done, cauſed, or acknowledged by the ſaid *W.* or by Sir *J. C.* Kt. Father of the ſaid *W.* or by any other perſon or perſons, by his or their, or any of their title, conſent, means or procurement, or lawfully claiming, from, by, or under them, or either of them, the Rents and Services, from henceforth to be due to the Kings Majeſty, his Heirs and Succeſſors, or any of them, for the Premiſſes, or any part thereof, and one Leaſe made by the ſaid *W. C.* to one *N. T.* of, &c. parcel of the Premiſſes, whereof there is not to come above 3 years to be accounted from the Feaſt of, &c. next, &c. And whereupon the yearly Rent of 13 *l.* is reſerved, and ſhall be yearly due, and payable during the ſaid term: And alſo one Grant made to one *J. G.* of the Advowſon, Donation, and free Diſpoſition of the ſaid Vicaridge, together with certain Springs and Copices, parcel of the Premiſſes, to endure for and untill the 24 of *Decemb. &c.* only foreprized and excepted. And alſo, that he the ſaid *R.* his Executors, Adminiſtrators and Aſſigns, ſhall or may, by, and during all the ſaid term of 300 years, upon, and under the Condition hereafter in theſe preſents expreſſed, according to the intent and true meaning of theſe preſents, have, hold, occupy, and enjoy the ſaid Parſonage, Rectory, or Church of *S.* and the ſaid Advowſon, Meſſuage, Lands, &c. and every part and parcel thereof, excepting always in theſe preſents excepted, without lawful lett, or interruption of the ſaid Sir *J. G.* and *W. C.* their Heirs and Aſſigns, and every of them, without any lawful lett, &c. of all, and every other perſon or perſons whatſoever, lawfully claiming, by, from, or under the ſaid Sir *J.* and *W.* or either of them, other then ſuch perſon and perſons for the time being, as ſhall have, or claim to have the ſaid Eſtates and Intereſts herein before excepted, or any of them, or any part or parcel of any of them, for, and concerning the ſame Eſtates and Intereſts ſo excepted, and every of them. Condition. Provided always, that if the ſaid *W.* his, &c. do pay to the ſaid *R. M. &c.* the ſaid, &c. the Sum of, &c. at, &c. on the 24th day of *Decemb. &c.*

&c. that then, and from thenceforth these presents, and every Covenant, Grant, and Article therein contained, on the part of the said *W.* his Heirs, Executors and Administrators, or any of them, to be performed or kept, together with these presents, Demise and Grant made of the Premisses in manner and form aforesaid, shall be clearly void, frustrate, and of none effect. And that then, and from thenceforth after such payment made, it shall be lawful, &c. A re-entry in Mr. *C.* &c. only without words of expelling the Tenant: Any thing to the contrary, &c. And the said *W. C.* for him, &c. Covenanteth, That if default be made, of, or in payment of the said Sum of 800 l. or any part thereof, that then, and at all times during the space of three years, next after such default made, in payment of the said Sum of, &c. he the said *W.* his Heirs and Assigns, and all, and every other person and persons, any thing lawfully having or claiming, of, in, or to the Premisses, or any part thereof, by, or from the said *W. C.* (except only before excepted) at, and upon every reasonable request, and at the Costs and Charges in the Law only of the said *R.* his Heirs, Executors or Assigns, or some of them, shall and will do, make, knowledge and suffer, and cause to be done, &c. all and every such lawful and reasonable Act and Acts, Thing and Things in the Law, either for the better confirmation, and further assurance of this present Lease, or else for the absolute conveying and sharing of the Fee and Inheritance of the said Rectory, &c. to be had and made unto the said *R.* his Heirs and Assigns, to, and for his and their own use absolutely, without any Condition, as by the said *R.* his Heirs or Assigns, or by his or their Councill Learned in the Laws of this Realm, shall be lawfully and reasonably devised and required. And the said *R. M.* Covenanteth, &c. That he the said *R.* his Executors and Administrators, shall and will permit and suffer the said *W.* his Heirs and Assigns, to have the use and occupation of the Tythe-Barn and Grainers, and of the Yard to the same adjoyning, and of the long Hay-house, for, and untill the 28 day of *June* next coming, after the date hereof, without any Rent therefore, paying together; also with free ingress, egress and regress, into, and from the said demised Premisses, and every parcel thereof only, for the repairing and amending thereof, untill the said 24th of *D.* &c. And that also in the same 24th day of *D.* all and singular the said demised Premisses, with their Appurtenances, shall be in as good case and state of reparations, as the same shall be at the Feast of *P.* next coming, after the date hereof, and that in the mean time, untill the said 24 of *D.* &c. neither he the said *R.* his Executors, Administrators nor Assigns, nor any of them, shall or will at any time, sell, cut down, or carry away, neither cause, or willingly suffer to be felled, &c. any of the Woods, Under-Woods, or Trees growing, or being in and upon the Premisses, or any part thereof, other then such as shall be necessary and convenient to be had or taken for House-boot, Hedge-boot, and Fire-boot, to be spent, imployed or occupyed, of, in, or upon the Premisses, or some part thereof, and not else-where: In witnesse, &c.

Escrytt au fyn dautrait per A. P.

You must levy the Fine before the ensealing hereof.

A Lease of Free-hold Land for lives, also a Letter of Attorney to surrender Copyhold Land for the same lives, and to deliver possession.

THis Indenture &c. between Sir *L. D.* Kt. Cit. and Ald. of *L.* on the one part, and *J. E.* of *L.* in the County of *T.* Gent. and *E.* his wife, on the other part, Witnesseth, That the said Sir *L.* for good considerations him moving, hath demised, granted, and to Farm-letten, and by these presents &c. unto the said *J.* and *E.* all and singular the Free-hold, Messuages, Lands, Tenements, Rents, Reversions, Services, and Hereditaments of the said Sir *L.* within the Lordship and Parish of *L.* in the said County of *T.* now being in the tenure, manurance, or occupation of the said *J.* and one *A. B.* or of their several Assign or Assigns: And the Reversion and Reversions of the Premisses, and all Rents, Issues, and Profits whatsoever, reserved upon any former Demise, Lease, or Grant, made or granted of the Premisses, or any part thereof; To have and to hold all and singular the said Messuages &c. unto the said *J.* and *E.* and their Assigns, from &c. by and during all the term of the natural lives of the said *J.* and *E.* And by and during the term of the natural life of the longer liver of them, yielding and paying therefore yearly, during the continuance of this present Lease unto the said Sir *L.* his Heirs and Assigns 56 l. &c. in the dayes of the Feasts of &c. or within the space of 20 dayes next ensuing, after every of the said Feast-dayes, by even portions; and if it happen the said yearly Rent of &c. or any part thereof, to be behind & unpaid by the space of 20 dayes, over or after any Feast wherein the same, or any part thereof ought to be paid, as is aforesaid, it being lawfully demanded, and no sufficient and overt Distress can or may be found in and upon the Premisses, or any part thereof, in Money, Corn, or Cattel, which may be lawfully had, taken, and carried away, for the said Rent, that then and from thenceforth a Re-entry in Sir *L.* &c. and a disposition of the Leasees and their Assigns, &c. any thing to the contrary &c, And the said *J.* and *E.* for them, their Executors and Administrators, do covenant &c. in form &c. That they the said *J.* and *E.* their Executors and Assigns, at their own proper costs and charges, shall and will well and sufficiently uphold, repair, sustain, maintain, and amend all the Houses, Edifices, and Buildings to the said demised Premisses, or to any part thereof belonging or appertaining, in, by, and with all manner of needful and necessary Reparations whatsoever, at all times, and from time to time, as often and when need shall require, during the continuance of this present Lease: And also at their like costs and charges, shall and will well and substantially Hedge, Fence, Ditch, Scour, Cleanse, and Amend all and every the Hedges, Fences, Ditches, and Enclosures to the Premisses, or any part thereof belonging, from time to time likewise, as often as need shall be, during the continuance of this said Lease. And all and singular the Premisses in such Reparations, being in the end or determination of the same Lease, shall and will quietly leave and yield up to the said Sir *L.* his Heirs and Assigns. And also that they the said *J.* and *E.* their

E. their Executors and Assigns, by and during so long time as this Lease shall endure, shall and will discharge and pay all the chief and quit-Rents, and other Services and Duties hereafter to grow due to be paid and done, for and in respect of the said Premisses, or any part thereof as aforesaid: And of and for all the same Rents, Services, and Duties hereafter to be due, shall and will at all times hereafter sufficiently save and keep harmless the said Sir *L.* his Heirs and Assigns, and every of them. And the said Sir *L. D.* for him, his Heirs and Assigns, and every of them, doth covenant, promise, and grant to and with the said *I. E.* and *E.* their Executors and Assigns, by these presents, That they the said *I.* and *E.* their Executors and Assigns, by and under the payment of the said yearly Rent &c. and performance of other the Covenants, Grants, Articles, and Agreements above expressed, on the behalf of the said *I.* and *E.* their Executors or Assigns, or any of them, to be done and performed, shall or may, by and during the term of the natural lives of the said *I.* and *E.* and the longer liver of them, have, hold, occupy, and enjoy the said &c. without any let, trouble, or interruption of the said Sir *L.* his Heirs or Assigns, and without any lawful let, &c. of any other person or persons, having or lawfully claiming, or which shall have or lawfully claim to have any former Estate, Right, or Title in or to the Premisses, or any part thereof, by or from the said Sir *L.* In Witness, &c.

The Letter of Attorney depending upon the former Indenture.

TO all to whom &c. Sir *L. D.* sendeth Greeting, &c. Know ye, That I the said Sir *L.* have made, ordained, and appointed, and by these Presents do make &c. *J. L.* Gent. my true certain and lawful Attorney for me and in my stead and name, as well to make a lawful and sufficient Surrender of all my Copy-hold Messuages, Lands, Tenements, and Hereditaments whatsoever, in the Lordship of *L.* in the County of *Y.* unto the use of *J. E.* and *E.* his wife, for and during the natural lives of the said *I.* and *E.* and the longer liver of them, upon condition that the said *I.* and *E.* and the Survivor of them, shall well and truly content and pay unto me the said Sir *L. D.* mine Heirs and Assigns, the yearly Rent of 56 l. mentioned in an Indenture dated &c. and perform such Covenants and Agreements as in the same Indenture are contained, in manner and form as in the same Indenture is mentioned and specified: As also for me and in my name and stead, to deliver quiet and peaceable Possession and Seisin unto the said *I.* and *E.* and their Assigns, of and in all and singular the Messuages, &c. demised by the said Indenture, or of, or in any part or parcel thereof, in the name of the whole; to hold to them the said *I.* and *E.* their Executors and Assigns, according to the tenor, purport, and true meaning of the said Indenture: Giving and granting to my said Attorney, all my whole power and authority, for the doing and executing of the Premisses, in as large and ample manner and form, as I my self might or could do, if I were personally present, ratifying, and by these presents holding firm and stable, all and whatsoever my said Attorney shall do, or cause &c. in or about the Premisses, or any matter or circumstance thereof. In Witness, &c.

A Lease of a House by Tenant in Tail well passed.

THis Indenture, Between *R. H.* Son and Heir, &c. on the one part, and *T. W.* Cit. and S. of *L.* on the other part, Witnesseth, That the said *R. H.* as well for and in consideration of the Sum of 33 l. 6 s. 8 d. of &c. to him, &c. truly paid by the said *T. W.* (of which Sum the said *R. H.* acknowledgeth the Receipt by these presents), and also for and in consideration of the Sum of 60 l. of like lawful money, &c. by the said *T. W.* his Executors, Administrators, or Assigns, to be paid to the said *R. H.* his Executors, Administrators, or Assigns, at the Shop now in the occupation of the said *T. W.* scituate, &c. within 20 dayes next after the said *R. H.* shall have accomplished his full age of 21 years, and have without fraud or covin made and delivered unto the said *T. W.* his Executors, Administrators, or Assigns, one good lawful and sufficient confirmation in Writing of this present Demise and Lease at the said Shop; hath demised, granted, and to Farm letten, and by these presents doth &c. unto the said *T. W.* all the said Shop now in the Tenure or occupation of the said *T. W.* set and being in *P.* Church-yard aforesaid, and all those yards and hedges with their Appurtenances late in the tenure or occupation of &c. and now in the tenure or occupation of &c. and now in the tenure or occupation of one *R. B.* &c. set and being in *P.* Church-yard aforesaid on the back-side of or near unto the Shop, late in occupation of the said &c. and now in the Tenure or Occupation of the said *R. B.* set and being in or near the said Church-Yard. And moreover, all those two upper Chambers or Rooms with the Appurtenances late in the Tenure or occupation of the said *T. W.* or his Assigns, and now in the Tenure or Occupation of the said *R. B.* set and being over or near unto the said Shop, now in the occupation of the said *R. B.* set and being over or near unto the said Shop, now in the occupation of the said *R. B.* except and alwayes reserved out of this present demise, and grant, the Cellar under the said Shop, with free ingresse, egresse and regress, into and from the said Cellar by the way and door which is now used to the same Cellar for and during all the term of years hereafter in these presents mentioned for him the said *R.* his Heirs, Tenants, Farmors and Assigns of the same Cellar, and his and their Servants and Family: To have and to hold all and singular the Premisses above by these presents demised, or mentioned to be demised with the Appurtenances (except before excepted) unto the said *T. W.* his Executors, Administrators, and Assigns, from the sealing and delivery of these presents unto the end and term of 21 years from thence next ensuing, and fully to be compleat and ended. Yielding and Paying therefore yearly during all the said term unto the said *R. H.* and to the Heirs of his Body lawfully to be begotten; and for default of such Issue, to such other person or persons unto whom the next and immediate remainder or reversion of the Premisses, shall for the time being, during the said term of 21 years, of right belong or appertain, 6 l. of &c. at 4 terms or Feasts of the year; That is to say, at the Feasts of &c. or within 28 dayes next after every of the same Feasts by even portions: And if it shall happen the said yearly Rent of 6 l. to be behind unpaid, in part or in all, by the space of 28 dayes next after any of the said Feasts of payment being lawfully demanded (and no sufficient Distress for the same Rent, so being behind, unpaid, in or upon the said demised Premisses can or may be found);

Or

Or if default ſhall be made, of or in payment of the ſaid Sum of 60 l. or any part thereof within the time before limited, That then, or at any time after, it ſhall and may be lawful to and for the ſaid *R.H.* or the heirs of his Body lawfully to be begotten; and for default of ſuch iſſue, to ſuch other perſon or perſons unto whom the next immediate remainder, or reverſion of the premiſſes ſhall for the time being belong and appertain, into all and ſingular the above demiſed Premiſſes with the Appurtenances, wholly to re-enter, and the ſame to have again and re-enjoy, as his or their former Eſtate. And the ſaid *T.W.* his Executors, Adminiſtrators, and Aſſigns, and all other Tenants and Occupiers of the Premiſſes, from thence utterly to expel and amove: Theſe preſents or any thing therein contained to the contrary thereof, notwithſtanding. And the ſaid *T.W.* for him his Executors, Adminiſtrators, and Aſſigns, covenanteth and granteth, to and with the ſaid *R.H.* his Heirs and Aſſigns, and every of them by theſe Preſents, in form following, That is to ſay, that he the ſaid *T.W.* his Executors, Adminiſtrators, or Aſſigns, at his and their own proper coſts and charges, all and ſingular the ſaid demiſed Premiſſes, in, by, and with all manner of needful and neceſſary reparations, thing and things whatſoever, well and ſufficiently ſhall repair, ſupport, ſuſtain, maintain and amend from time to time, as often, and when as need ſhall be or require, during the ſaid term, or from time to time, within the time after warning in that behalf to be given, as is hereafter limited, during the continuance of this preſent Leaſe and Demiſe, to enter into all or any the ſaid demiſed Premiſſes, there to view, and uſe, and overſee the eſtate of the reparations of the ſaid demiſed premiſſes, and of every or any part thereof, and of all decayes and lacks of needful reparations, upon any ſuch view or views found, to give monition and warning to the ſaid *T.W.* his Executors, Adminiſtrators, or Aſſigns, to repair and amend the ſame within 3 moneths then next following. And the ſaid *R.H.* for him, his Heirs, Executors, and Adminiſtrators, and every of them, Covenanteth and granteth to, and with the ſaid *T.W.* his Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner and form following, That is to ſay, That he the ſaid *R.H.* his Heirs, Executors, Adminiſtrators, and Aſſigns, at his and their own proper coſts and charges ſhall and will, from time to time, during the ſaid term of 21 years, pay, bear, and diſcharge all chief and quit-rents, and all other Rents whatſoever (except only the Rent above in theſe Preſents reſerved to be due iſſuing or going out of the Premiſſes, above by theſe preſents mentioned to be hereby demiſed, or any part thereof, at any time or times during the ſaid term): And of, for, and concerning the ſame chief and quit-Rents, and all other Rents aforeſaid (except before excepted) ſhall and will well and ſufficiently diſcharge, acquit, or ſave harmleſs the ſaid *T.W.* his Executors, Adminiſtrators, and Aſſigns, and the ſaid demiſed Premiſſes from time to time, and at all times, during the ſame term. And alſo, That he the ſaid *T.W.* his Executors, Adminiſtrators, and Aſſigns, for the ſaid yearly Rent of 6 l. in form aforeſaid to be paid, and under and according to the other Covenants, Grants, Articles, and Agreements in theſe preſents contained, on the part and behalf of the ſaid *T.W.* his Executors, Adminiſtrators, and Aſſigns, to be obſerved, performed, and kept, ſhall or may lawfully, peaceably, and quietly have,

have, hold, occupy and enjoy all and singular the Premisses above by these presents demised, or mentioned to be demised, by and during all the said Term of 21 years, without any let, disturbance, eviction, molestation, or interruption of the said *R. H.* his Heirs, Executors, Administrators or Assigns, or any of them, or of the Heirs, Executors, Administrators or Assigns of the said *J. H.* and *S.* his Wife, or either of them, or of any other person or persons, by the means, assent, consent, or procurement of the said *R. H.* his Heirs, Executors, Administrators or Assignt, or any of them, or claiming, or that shall claim, by, through, or under the estate, right, title or interest of the said *J. H.* and *S.* his Wife, and *R. H.* or any of them, or of the Heirs, Executors, Administrators, or Assigns of them, or any of them, other then only the said *W. A.* and his assigns, claiming only by vertue or colour of a Lease by the said *J. H.* heretofore to him the said *W.* made and granted of the said Yard and Sheds, which Lease shall expire and end within one year now next coming, the Rent upon which Lease, during the continuance thereof, shall be due and payable to the said *T. W.* his Executors, Administrators, and Assigns. And moreover, that he the said *R. H.* his Heirs, Executors, and Assigns, and all and every other person and persons, having or claiming, or that shall have or claim any estate, right, title or interest, in or to the Premisses above by these presents mentioned to be demised, or any part thereof, by, from, or under the said *R. H.* (other then only the said *W. A.* and his Assigns claiming only by force of the said excepted Lease), and for, and concerning the title, and interest only of the same Lease, shall and will, from time to time, and at all times hereafter, during the said term of 21 years, at and upon every reasonable requeſt, and at the costs and charges in the Law of the said *T. W.* his Executors, Administrators or Assigns, do make, knowledge and suffer to be done, all and every such further act and acts, thing and things, devise and devises, in the Law whatsoever, for the confirmation, ratification, and corroboration of this present Lease and Demise, or for the further or better assurance, or sure-making of all and singular the Premisses to be had and made sure to the said *T. W.* his Executors, Administrators, and Assigns, for and during all the Residue of the said term of 21 years then to come and unexpired, and for and under like Rent, Condition, and Covenants on the part of the said *T. W.* his Executors, Administrators, and Assigns, as in these presents are expressed and specified: As by the said *T. W.* his Executors, Administrators, or Assigns, or his or their Councel learned in the Laws of this Realm, shall be devised or advised and required. **And further,** That he the said *R. H.* nor his Heirs, nor any other person or persons for him or in his name, or by his means, assent, consent, or procurement, shall at any time or times hereafter, do or make any entry, act or acts, thing or things, devise or devises whatsoever, directly nor indirectly, to defeat, frustrate or make void this present Lease, Demise or Grant contrary to the tenor, intent, and plain meaning of these presents. In Witnesse, &c.

Foster Consulter.

A Leaſe by a Maſter and Fellows of a Colledge.

THis Indenture made, &c.. Between the Right Worſhipful *A. B.* D. D. and Maſter of the Colledge of &c. in the Univerſity in *Oxford*, and the Fellows of the ſame Colledge of the one part, and *C. D. E. F.* and *G. H.* of &c. of the other part, Witneſſeth, That the ſaid Maſter and Fellows, as well for and in conſideration of the Surrender of a Leaſe, bearing date, &c. made and granted by *J. D.* then Maſter of the ſaid Colledge, and the Fellows of the ſame, to one *T. H.* of the Rectory and Church of *G.* in the County of *York*, for the term of 41 years, as by the ſame Leaſe more at large it doth and may appear, whoſe Eſtate in the ſame the ſaid *C. D. E. F.* and *G. H.* had at the time of the ſaid Surrender. As alſo, for divers other good cauſes and conſiderations them moving, Have demiſed, granted, and to Farm let unto the ſaid *C. D. E. F.* and *G. H.* all that the ſaid Rectory and Parſonage of *G.* with all Gleeb-Lands, Tenths, Tythes, Oblations, Obventions, Profits, Commodities, and Hereditaments whatſoever, to the ſaid Rectory or Parſonage belonging, or in any wiſe appertaining, or accepted, reputed, taken, known, uſed, or occupyed, as part, parcel, or member of the ſame; (The Advowſon, Preſentation, and Avoidance at all time of the Vicaridge of the ſame Church, whenſoever it ſhall happen, to the ſaid Maſter and Fellows, and their Succeſſors onely excepted and fore-prized.) To have and to hold the ſaid Rectory and Parſonage, Tythes, Glebe-Lands, Tenths, Oblations, Obventions, Profits, Commodities, and Hereditaments whatſoever, with all and ſingular the Appurtenances, unto the ſaid *C. D.* &c. their Executors and Aſſigns, from the Feaſt-day of &c. next enſuing the date hereof, unto the full end and term of 21 years, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the ſaid Term, unto the ſaid Maſter and Fellows, and their Succeſſors and Aſſigns, 20 *l.* of lawful money of *England*, and more 6 quarters of good Wheat, and 28 quarters of good Mault, at one Term in the year, That is to ſay, on the 2d Day of *M.* yearly in the ſaid Colledge, at their own proper coſts and charges, during the ſaid Term. And for default of delivery of either the ſaid Wheat or Mault, in the time appointed to be paid, in manner as is before ſpecified, to the ſaid Maſter and Fellows, and their Succeſſors, ſo much ready money, as the beſt Wheat and Mault, rateably ſhall be worth in the Market of *Oxon*, the next Market day before the 2d day of *M.* aforeſaid: And if it ſhall happen the ſaid yearly Rent of 20 *l.* the ſaid 6 quarters of Wheat, the ſaid 28 quarters of Mault, or any part or parcel thereof, to be behind and unpaid in part, or in all, by the ſpace of 22 days next after the ſaid 2d day of *M.* in which it ought to be paid at the place aforeſaid. That then this preſent Indenture ſhall ceaſe and determine, and be utterly void, and of none effect.

A Covenant for the Leſſees to pay all Duties, and Church-charges, againſt the K. and Biſhop.

A Covenant to repair the houſes, &c.

To

To preserve the ancient Liberties.
Not to set or let, without consent of the Master and Fellows, &c.

In witness *whereof, the said Master and Fellows, to that part of these presents Indentures remaining with the said C. D. &c. Have set their Common-Seal: And to that part remaining with the said Master and Fellows the said C.D. &c. have set their Hands and Seals, the day and year first above written.*

An Indenture whereby the Lessor demiseth another Tenement, if the Lessee be evicted of the first.

THis Indenture &c. Witnesseth, That the said *A. B.* hath demised, granted, set, and to Farm let, and by these Presents, for him, his Heirs, Executors, Administrators, and Assigns, doth demise, grant, set, and to Farm let unto the said *C. D.* his Executors, Administrators, and Assigns, all that Messuage or Tenement, scituate and being in *L.* in the said County of &c. commonly called or known by the name of &c. with the Appurtenances, together with 2 Orchards, and certain Closes, Clausures, and Parcels of Arable Land, Meadow, Pasture, and Turbary, with the Appurtenances hereafter in these Presents particularly named, and set, lying and being in &c. To have, hold, occupy, and enjoy the said Messuage, Closes, Clawsures, and parcels of Land and all other the Premisses, with all and singular their Appurtenances, and every part and parcel thereof, to the said *C. D.* his Executors, &c. from the Feast &c. last past, before the date hereof, for and during, and to the full end and term of &c. years then next ensuing, and fully to be compleat and ended, yielding and paying therefore yearly, during the said term, unto the said *A. B.* his Heirs and Assigns, the Sum of &c. at the two usual Feasts &c. for all manner of Rents, Duties, Services, Boons, Taxations, Charges, and Impositions whatsoever: And further, This Indenture witnesseth, That if it fortune the said Messuage, Closes, Closures and Premisses, or any of them, or any part or parcel thereof, at any time or times hereafter, during the said term of, &c. before by these presents, granted and demised as aforesaid, by order and due course of Law, or otherwise, to be lawfully recovered, evicted, or taken, from, or out of the possession, or occupation of the said *C. D.* his Executors or Assigns, without any Covin or Collusion of the said *C. D.* his Executors or Assigns. So that the said *C. D.* cannot, or may not occupy, enjoy, and take the profits thereof, by vertue of these presents, for all the said term of, &c. years: Then the said *A. B.* doth by these presents demise, grant, set and to farm let unto the said *C. D.* all that Capitall Messuage or Tenement, commonly called or known by the name of, &c. with the Appurtenances, Scituate and being in the Parish of *B.* in the said County of, &c. To have, hold, occupy, possess, and enjoy the said Capital Messuage and premisses, with their Appurtenances, from and immediately after such eviction, ejection, recovery, or taking away of the said mentioned premisses in, &c. aforesaid, or any part thereof, from, or out of the possession of the said *B. C.* or other lawful disturbance of his possession, for and during, and unto

unto the end, expiration, and determination of the ſaid Term of &c. years, afore by theſe preſents granted of the ſaid Meſſuage or Tenement, and premiſſes in, &c. aforeſaid, for and during all the reſidue, ſuch part, and ſo many of the ſaid years, as at the time of ſuch Recovery, eviction, ejection, taking away, diſturbance, or moleſtations, ſhall be unexpired, not ended, or determined, to the ſole and proper uſe and behoof of the ſaid *C. D.* his Executors and Aſſigns, without any accompt thereof, or therefore to be yielded, paid, given or made for the ſame. And alſo without any let, trouble, deniall, vexation, interruption, eviction, ejection, Suit in Law, or other diſturbance whatſoever, of him the ſaid *A. B.* his Heirs, Executors, Adminiſtrators or Aſſigns, or of any other perſon, or perſons whatſoever, in any wiſe. And the ſaid *A. B.* doth for him, &c. Covenant, &c. to and with the ſaid *C. D.* by theſe preſents. That it ſhall and may be lawful to and for the ſaid *C. D.* and his Aſſigns, yearly from time to time, and at all times hereafter, during the ſaid Term of 21 years, afore by theſe preſents granted, and demiſed as aforeſaid. To cut down, fall, take, and carry away ſufficient and neceſſary Hedge-boot, Cart-boot, Plow-boot, Gate-boot, &c. Under-wood to be ſtanding, growing, and being in, or upon ſuch of the ſaid premiſſes, as the ſaid *C. D.* for the ſeveral times being ſhall be in poſſeſſion of, or have in his occupation, by vertue of theſe preſents: So as the ſame be, and ſhall be imployed, uſed, or ſpent from time to time, in, or about the neceſſary, and needful reparations of the Hedges, Gates, Stiles, Barres and Fences, ſtanding or being in, or upon the premiſſes onely: And the ſaid *A. B.* for him, his Heirs, &c. doth Covenant, &c. to and with the ſaid *C. D.* by theſe preſents: That the ſaid Meſſuage, Capitall Houſe, and all other the Houſes, Cloſes, Cloſures, and parcels of Land, Meadow and Paſture, and all other the premiſſes, with the Appurtenances in *L.* and *D.* aforeſaid, and every part and parcel thereof are, the day of the enſealing and delivery of theſe preſents; and ſo ſhall remain and continue from time to time, and at all and every time and times hereafter, during the ſaid Term of 21 years, afore by theſe preſents mentioned to be granted and demiſed as aforeſaid, according to the true intent and meaning of theſe preſent Indentures, free and clearly acquitted, exonerated, and diſcharged, or otherwiſe ſaved and kept harmleſs, of and from all and all manner of former Bargains, Sales, Joyntures, Feoffments, Dowers, Aſſignments, Leaſes, &c. and all other Incumbrances whatſoever, had, made, done, knowledged or ſuffered, or hereafter to be had, made, done, knowledged, or ſuffered by the ſaid *A. B.* his Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever.

A Covenant for further Aſſurance.

AND the ſaid *C. D.* for him, &c. doth Covenant, &c. to and with the ſaid *A. B.* his Heirs, &c. That he the ſaid *C. D.* ſhall and will from time to time, and at all times, during the ſaid Term, well and ſufficiently repair, maintain and uphold, all ſuch the ſaid Houſes, Edifices, Buildings, Cloſes, Gardens, Lands and Premiſſes, as he the ſaid *C. D.* from time to time is to have

have in his poſſeſſion, and enjoy by vertue of theſe preſents: And all Hedges, Fences, Gates, and Ditches, ſtanding and being in and upon the ſame, in all neceſſary Reparations, according to good Husbandry. And if it happen, the ſaid yearly Rent of, &c. or any part or parcel thereof, at any time or times hereafter, during the ſaid Term before by theſe preſents granted as aforeſaid, to be behind in part, or in all by the ſpace of 20 dayes, next enſuing after any of the ſaid Feaſts, wherein the ſame ought, or is limited and appointed to be paid, or is payable by theſe preſents, being lawfully demanded at ſuch of the demiſed houſe, as the ſaid *C. D.* ſhall then poſſeſs by vertue of theſe preſents. That then, and ſo often as the ſaid Rent ſhall be behind and unpaid as aforeſaid, the ſaid *C. D.* his Executors or Aſſigns, ſhall looſe, forfeit, and pay to the ſaid *A. B.* his Heirs and Aſſigns, the Summe of, &c. *Nomine pœnæ*: That then, and ſo often it ſhall and may be lawful to and for the ſaid *A. B.* his Heirs and Aſſigns, into the ſaid Meſſuage and Lands which the ſaid *C. D.* ſhall then hold by vertue of theſe preſents, and other the premiſſes, and into every, or any part or parcel thereof, to enter and diſtrain, as well for the Rent of, &c. or ſuch part thereof as ſhall be behind and unpaid as aforeſaid, and alſo for the Arrerages thereof, (if any fortune to be behind) as alſo for the ſaid Sum of, &c. ſo to be forfeited: *Nomine pœnæ toties quoties*, as aforeſaid, and the diſtreſs and diſtreſſes ſo thereof, and therein taken, and had, as aforeſaid, to lead, drive, and carry away, and the ſame with him or them to detain, keep, and withhold, until he the ſaid *A. B.* his Heirs and Aſſigns, of the ſaid Rent of, &c. and of the ſaid penalty of &c. to be forfeited *Nomine pœnæ*, as aforeſaid, and of the Arrerages thereof (if any ſhall be) be well and truly contented, ſatisfied and paid. And if the ſaid yearly Rent of &c. or any part thereof, ſhall be behind and unpaid by the ſpace of 40 dayes, and no ſufficient overt diſtreſs can or may be found in, or upon ſuch of the premiſſes as ſhall then be in the poſſeſſion of the ſaid *C. D.* during the ſaid ſpace of, &c. That then and from thenceforth it ſhall and may be lawful, to and for the ſaid *A. B.* his Heirs and Aſſigns, into the Meſſuage, &c. to re-enter, and the ſame to have again, repoſſeſs, and enjoy, as in his and their former Eſtate, any thing in theſe preſents, to the contrary in any wiſe notwithſtanding. In Witneſs, &c.

A Leaſe for 100 years in Reverſion after a Life.

THis Indenture made, &c. Between *R. B.* of *S.* in the County of *W.* Gent. of the one part, and *J. L.* of &c. Gent. of the other part: Witneſſeth, That the ſaid *R. B.* for divers good cauſes, and ſundry reaſonable and weighty Conſiderations him thereunto moving, Hath demiſed, granted, ſet, and to farm let, and by theſe preſents doth demiſe, grant, ſet, and to farm let unto the ſaid *J. L.* all and ſingular his Mannors, Meſſuages, Houſes, Buildings, Orchards, Gardens, Lands, Tenements, Rents, Reverſions, and Services whatſoever, in the ſeveral Towns, Hamlets, Fields, and Territories of *A. B. C.* and *D.* in the ſaid County of *W.* or in any of them. To have and to hold the ſaid Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions,

Rentions, Services, and all other the Premisses, with all and singular their Appurtenances, to the said *J. L.* his Executors and Assigns, immediately from and after the death of *M. B.* now wife of the said *R. B.* for, and during the term of 100 years then next following, fully to be compleat and ended: Yielding and paying therefore yearly, during the said term of 100 years, unto the said *R. B.* his Heirs and Assigns, the Rent of 12 d. of good and lawful money of *England*, at the Feasts of, &c. by even portions, if the same be lawfully demanded, for all manner of Suits, Services, Exactions and Demands. Provided alwayes, and upon Condition, That the said *J. L.* shall not at any time hereafter, give, grant, bargain, alien, sell, or lease the Premisses, or any part thereof, to any person or persons, or incumber or charge the same, without licence and consent of the said *M. B.* his Executors or Administrators. And also upon Condition, That the said *J. L.* at all and every time and times hereafter, upon the request or demand of the said *M. B.* shall lawfully convey and assure all and singular the Premisses, with their Appurtenances, or any part or parcel thereof, to such person or persons as by the said *M.* his Executors or Administrators, shall be named or appointed, for, and during all such interest and term as shall then be unexpired of the said 100 years, or for such part and portion thereof, as by the said *M.* shall be limited, nominated, or appointed. And provided also, and upon Condition, That if the said *M.* her Executors or Administrators, at any time hereafter, do satisfie, content and pay, or cause to be satisfied, contented and paid, or tendred to be paid unto the said *J. L.* his Executors, Administrators or Assigns, or to any of them, the Sum of 10 s. of lawful money of *England*, in the Parish Church-Porch of *W.* in the County of *W.* That then this present Lease, Demise and Grant, and every thing therein contained, and the term and interest of the said *J. L.* of, and in the Premisses, and every part thereof, to be void, and of none effect. These presents, or any thing in the same contained, to the contrary thereof in any wise notwithstanding. And the said *R. B.* and his Heirs, all and singular the Premisses, with all and every their Appurtenances unto the said *J. L.* for, and during the term aforesaid, in manner and form aforesaid, and under the several Conditions before expressed, against all People shall and will warrant, and by these presents defend. In witnesse, &c.

Of a Hundred Court or Leet by the Queen.

Elizabeth, by the Grace of God, &c. To all to whom these presents shall come, greeting, Whereas, we by our Letters Patents under the Seal of our Court of Exchequer, bearing date at *Westminster* (such a day and year), &c. Did Demise, Grant, and to Farme-lett unto *J. M.* Esquire, all that our Hundred of *B.* with all its Rights, Members, and Appurtenances in our County of *C.* and all those our Annual Rents to the said Hundred paid, and also all, and all manner of Courts-Leet, view of *Frank Pledge*, and Perquisits, and Profits thereof; And also the Fines and Amerciaments in the Court of the Sheriffs Turn in the Hundred aforesaid made: And also Suit of Court to the Hundred aforesaid. And also all Goods, Chattels, waived Estrays, and all other our Liberties,

Liberties Priviledges, Franchiſes, Rights, Juriſdictions, Profits, Commodities, advantages, and Emoluments whatſoever to the ſaid Hundred belonging or appertaining, or within the ſaid Hundred happening, coming, or renewing, or ariſing: And for, and under the yearly Rent of 40 s. demiſed in as full and ample manner and form, as any Earl or Earls of *W.* in right, or by reaſon of the ſaid Hundred, at any time had, held, or enjoyed the ſame, or ought to have, held, or enjoyed the ſame: And as all and ſingular the Premiſſes did come, or ought to have come to our hands, and in our hands now are or ought to be (except nevertheleſs alwayes) to us and our Succeſſors, all, and all manner of Fines, Amerciaments, and Iſſues yearly, and from time to time, coming, growing, or renewing in any of our Court, or Courts of Record, of us or our Succeſſors, or before the Juſtices of the Aſſiſe, of us or our Succeſſors, or before the Juſtices of the Peace of us or our Succeſſors, or before our, or our Succeſſors, Clerk of the Market, coming, growing, happening, ariſing or renewing, or liberty for the levying and gathering thereof, within the Hundred aforeſaid. To have and to hold the ſaid Hundred of *B.* certain Rents of Court, and Profits of the ſame, and all and ſingular other the Premiſſes whatſoever (except before excepted) to the ſaid *J. M.* his Executors and Aſſigns, from the Feaſt of, &c. for, and during the term of 21 years then next following, and fully to be compleat and ended, yielding yearly to us, and our Heirs and Succeſſors 40 s. of lawful money of *England*, as by our ſaid Letters Patents, more fully it may appear. Which ſaid Letters Patents, and all the Right, Title, Eſtate, Intereſt, and term of years yet to come, of, and in the Premiſſes, our well-beloved Subject *R. B.* of *W.* in the ſaid County of *W.* Eſquire, having, holding, and by due courſe of Law enjoying, and being our Tenant, hath ſurrendred the ſame unto us, and rendred up to be cancelled; yet nevertheleſs with intent, that we would vouchſafe to grant our Letters Patents concerning the Premiſſes to the ſaid *R.* and his Aſſigns, for the term of the lives of him the ſaid *R. T.* Eſq. and *R. E.* Gent. and the longer liver of them, which Surrender we accept by theſe preſents: Know ye, that we as well in conſideration of the Surrender aforeſaid, as for a Fine of, &c. of lawful money of *England*, at the Receit of our Exchequer, paid to our uſe by the ſaid *R. B.* by the adviſe of our truſty and beloved Counſellors *W.* Baron of *B.* our Treaſurer of *England*, and Sir *J. T.* Kt. Chancellor, and Under-Treaſurer of our Court of Exchequer, hath demiſed, granted, and to farm-lett, and by theſe preſents do demiſe, grant, and to farm-lett unto the ſaid *R. B.* all that foreſaid Hundred of *B.* with the Rights and Appurtenances thereof in our ſaid County of *W.* and all thoſe certain annual Rents to the ſaid Hundred paid, and alſo all, and all manner of Courts-Leets, view of *Frank Pledge*, and Perquiſites and Profits of the ſame, and all Fines and Amerciaments in the Court of the Sheriffs Turn, in the Hundred aforeſaid done, and alſo Suit of Court at the Hundred aforeſaid. And alſo Goods and Chattels, waived Eſtrays, and all other our Liberties, Priviledges, Franchiſes, Rights, Juriſdictions, Profits, Commodities, Advantages and Emoluments whatſoever to the ſaid Hundred belonging or appertaining, or within the ſaid Hundred happening, coming, renewing or ariſing, and for, and under the foreſaid yearly Rent of 40 s. demiſed in as ample manner and form as any

any Earl or E. of *W.* in right, or by reaſon of the ſaid Hundred ever had, held, or enjoyned, or ought to have hold, or enjoy; and as all and ſingular the Premiſſes did come, or ought to have come to our hands, and now are or ought to be in our hands, and heretofore parcel of the poſſeſſions of the E. of *W.* (except never-the-leſs) and alwayes to us, and our Heirs and Succeſſors, all, and all manner of Fines, Amerciaments, and Iſſues yearly, and from time to time coming, growing, or renewing in any Court or Courts of Record of us, or our Heirs and Succeſſors, beſides in the Court of the Hundred aforeſaid, or before Juſtices of Aſſiſe of us, our Heirs or Succeſſors, or before our, and our Heirs and Succeſſors, Juſtices of the Peace, and Clerk of the Market, to us, our Heirs and Succeſſors, reſerved with liberty for Levying and Collecting of the ſame: To have and to hold the ſaid Hundred of *B.* the certain Rents of the Court, and the profits of the ſame, and all and ſingular other the Premiſſes above by theſe preſents demiſed, with the Rights, Members, Liberties thereof, with the Appurtenances whatſoever (except before excepted), unto the ſaid *R. B.* and his Aſſigns, for the Term of the Lives of him the ſaid *R. B. T. E.* and *R. E.* and the longeſt liver of them, yielding and paying therefore yearly to us, and our Heirs and Succeſſors, 40 s. of lawful money of *England*, at the Feaſts of, &c. at the Feaſts of, &c. at the receipt of our Exchequer, our Heirs and Succeſſors, or to our Bayliffs, or Receivers of the Premiſſes for the time being, by equal portion, to be paid during the term aforeſaid. And after the deceaſe of every of the aforeſaid *R. B. T. E.* and *R. E.* then yielding and paying to us, our Heirs and Succeſſors 20 s. of lawful Engliſh money, in the name of a Herriot. Provided alwayes, That if it ſhall happen the Rent before by theſe preſents reſerved, to be behind, and unpaid in part, or in all, by the ſpace of 40 days, after any of the ſaid Feaſt-days, at which the ſame ought to be paid as aforeſaid. That then, and from thenceforth, this Grant to be void, and of none effect, any thing in theſe preſents to the contrary notwithſtanding; Any Statute, Act, Ordinance, Proviſion, Proclamation, or reſtraint to the contrary heretofore had, made, publiſhed, ordained, or provided, or any other cauſe or matter whatſoever, in any wiſe notwithſtanding. In witneſſe whereof, We have cauſed theſe our Letters to be made Patents, Witneſſe our beloved and faithful Counſellor, *W. Baron* of *B.* Treaſurer of *England*, at *Weſtminſter* the, &c. day of, &c.

A Leaſe made for Indemnity of Sureties.

THis Indenture made, &c. Between *T. H.* of, &c. Eſquire of the one part, and *W. T. W. D.* and *E. W.* on the other part, Witneſſeth, That whereas the ſaid *W. T. W. D.* and *E. W.* at the inſtance and ſpecial requeſt, and for the only Debt of the ſaid *T. H.* now are, and ſtand bounden unto *B. G.* in ſeveral ſeveral Obligations of divers great Sums of money, conditioned for payment of the ſeveral Sums of money in the Conditions of the ſaid Obligations mentioned, which ſaid ſeveral Obligations now are, and remain forfeited, and alſo compounded and agreed with divers perſons, to whom the ſaid *T. H.* was indebted in divers great Sums of money, and have taken order for the ſatisfaction and payment thereof, amounting in all to, &c. Now the ſaid *T. H.* for the better ſecuring and ſaving harmleſs of the ſaid *W. T. W. D.* and

E. W. and every of them, their, and every of their Heirs, Executors and Adminiſtrators, of, for, and from courting, and concerning all and every the ſaid Obligations, or Writings Obligatory, and the Penalties, Forfeitures, and Sums thereof and therein contained, hath demiſed, granted, and to farm-let, and by theſe preſents, &c. all thoſe his Meſſuages, &c. lying and being, &c. To have and to hold to the ſaid *W. T. &c.* their Executors and Aſſigns, for, and during all ſuch term and time, and untill that the ſaid *W. T. &c.* their Executors or Aſſigns, ſhall and may, or otherwiſe might, without fraud or covin, have fully and wholly levied, received, perceived, and taken out, of, and in the ſaid Meſſuages, &c. or out of, or in the Fines, Rents, Iſſues, or Profits thereof, yearly ariſing, growing or coming, and all, and every ſuch Sum and Sums of money, Loſſes, Coſts, Charges, and Damages whatſoever, as they the ſaid *W. T. &c.* and every, or any of them, their, or any of their Heirs, Executors, or Adminiſtrators have heretofore, or ſhall hereafter *Bona fide* diſburſe, defray, ſatisfy, ſuſtain, or pay, for or by reaſon of the ſaid ſeveral Obligations, or the forfeiture thereof, or of any Action, Suit, Proceſs, Writ, Judgment, or Execution heretofore commenced, or hereafter to be in any ſort commenced, proſecuted, or purſued againſt them, or any of them, their, or any of their Heirs, Executors or Adminiſtrators, or againſt their, or any of their Goods, Chattels, Lands, or Tenements in any wiſe, yielding and paying therefore yearly, ſo long as the Premiſſes, or any part thereof, ſhall be, and remain in their, or any of their Poſſeſſion or Occupation, or in the Occupation of their, or any of their Aſſignes or Aſſignees, Under-Tenant or Under-Tenants, one Pepper Corn only at the Feaſt of, &c. if it be demanded.

A Covenant for the quiet enjoying, and to remain diſcharged of all Incumbrances — Ut in aliis.

A Leaſe in Reverſion after two Lives.

THis Indenture made, &c. Between Sir *T. F.* of, &c. Kt. of the one part, and *R. P.* of, &c. Yeoman of the other part: Witneſſeth, That the ſaid Sir *T. F.* for, and in conſideration of the ſum of, &c. to him, by the ſaid *R. P.* before the enſealing and delivery hereof paid, in the name of a Fine or Income, the Receipt whereof, the ſaid Sir *T. F.* holdeth and acknowledgeth himſelf fully ſatisfied and paid, and thereof, &c. hath demiſed, &c. and by theſe preſents doth demiſe, &c. unto the ſaid *R. P.* his Executors, &c. all that one Meſſuage or Tenement of the ſaid Sir *T. F.* now in the Tenure or Occupation of the ſaid *R. P.* ſcituate in &c. and alſo all the Houſes, Edifices, Buildings, Yards, Orchards, Gardens, Lands, Tenements, &c. and Hereditaments to the ſaid Meſſuage or Tenement belonging, or in any wiſe appertaining. To have and to hold, occupy, and peaceably enjoy, the ſaid Meſſuage or Tenement, Houſes, &c. and all other the demiſed Premiſſes, with their Appurtenances, unto the ſaid *R. P.* his Executors, &c. immediately after the deceaſe of *A. B.* for, and during all the term and ſpace, and unto the full end and term of 21 years from thence

thence next and immediately following, fully to be compleat, determined and ended, with all, and all manner of Tenantly Profits, Commodities and Advantages, during the said term, yielding and paying therefore yearly during the said term, unto the said Sir *T. F.* his Heirs and Assigns, the annual or yearly Rent of, &c. of lawful, &c. at the Feast dayes, &c. by eaven portions, with all such Suits, Services, Boons, Averages and Duties, as other the Tenants of the said Sir *T. F.* within his Mannor of *D.* shall, and use to do for their like Rent.

A Clause for Distresse, for Non-payment of the Rent.

A Covenant for Reparations——
A general Warranty from the Lessor, In witness, &c.

A Lease with many Reservations, besides the Rent.

THis Indenture made, &c. Between *R. B.* of, &c. Esquire, of the one part, and *S. P.* of, &c. of the other part: Witnesseth, That the said *R. B.* for, and in consideration of, &c. hath demised, granted, set, and to farm-let, unto the said *S. P.* his Executors, &c. all that Messuage or Tenement, &c. scituate in, &c. now or late in the Tenure of, &c. To have and to hold to the said *S. P.* his Executors, &c. from the Feast of, &c. last past, for, and during the term of 21 years, yielding and paying therefore yearly, &c. during the said term, unto the said *R. B.* the yearly Rent of, &c. of good and lawful, &c. at the Feast dayes of, &c. by eaven portions. And likewise yielding, paying, and doing the Boons, Averages, Duties, and Services of 3 dayes, mearing and reaping of Corn in the time of Harvest, with able persons: and also making, providing, and finding one good and sufficient Musket, with all things thereunto belonging; as namely, Bandaliers, &c. and an able man to use the same, and to wait upon the said *R. B.* or his Heirs, so often as the said *R. B.* or his Heirs, shall be imployed in his Majesties Service, with all other Duties, Suits and Services, as heretofore of Right have been used, and accustomed to be yielded and done for the said Messuage, Tenement and Premisses: And if it happen the said yearly Rent of, &c. to be behind and unpaid by the space of 20 dayes next after either of the said Feasts, &c. being lawfully demanded, that then the Estate, Right, Title, Interest, Claim and Demand of the said *S. P.* her Executors, Administrators or Assigns, to the before demised Premisses, and to every part and parcel thereof, to cease, determine, and be utterly void. And likewise if it happen the said Boons, Averages, Duties and Services before mentioned and specified, or any part thereof, to be detained, and not yielded in time convenient, being likewise lawfully demanded, that then, and from thenceforth it shall and may be lawful, to, and for the said *R. B.* his Heirs and Assigns, into the before demised Premisses, and into every, or any part thereof, to enter and distrain; and the Distresse and Distresses there taken, to lead, drive, chase, carry, and take away, and with him, his Heirs or Assigns,

to impound, detain, and keep untill the said Boons, &c. be well and truly done, satisfied and paid.

A Covenant of the Lessee for Reparations.

A Covenant of the Lessor for the Enjoying.

A Lease made in consideration of the Surrender of a former Lease.

THis Indenture made, &c. Between *T. J.* of, &c. Esquire of the one part, and *L. M.* of, &c. of the other part: Witnesseth, That the said *T. J.* as well for and in consideration, that the said *L. M.* hath surrendred and given to the said *T. J.* one Indenture of Lease, formerly made by *T. S.* late of, &c. deceased, to the said *L. M.* for the term of 3 Lives yet in being, of all that part and portion of him the said *T. S.* of, and in all that Messuage or Tenement, Lands, and Hereditaments hereafter in these presents specified, mentioned, and thereby demised; as also for and in consideration of the sum of, &c. of lawful *English* money, hath demised, granted, set, and to farm-set, and by these presents doth demise, &c. unto the said *L. M.* and his Assigns, all that part, parcel, and portion of the said *T. J.* of, and in one Messuage or Tenement, lying and being in *N.* aforesaid in the said County of *L.* now or late in the Tenure or Occupation of the said *L. M.* his Assignee or Assignees, together with all Houses, Buildings, Orchards, &c. with their, and every of their Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, To have and to hold all and singular the said part and portion of the said Messuage, &c. to the said *L. M.* and his Assigns, from, and immediately after the date of these presents, for, and during all the term of the several natural life and lives of the said *L. M. E. M.* and *D. M.* the natural Sons of the said *L. M.* party to these presents, and for, and during all the term of the natural life of the Survivor and longer Liver of them, to, and for all Tenants Profits, Uses and Commodities, and with free liberty to digg, get, and take Marle, Clay and Stones, and every, or any of them, and to cut down, and take any Woods, or Under-Woods in any part or parcel of the hereby demised Lands, belonging to the said part or portion of the said Messuage or Tenement-grounds, or other the Premisses, without impeachment of any manner of waste, yielding and paying therefore yearly, during the said term, to the said *T. J.* his Heirs and Assigns, the ancient yearly Rent of, &c. of lawful, &c. at the Feast days, &c. by eaven and equal portions, together with such Duties and Services as have heretofore been used and accustomed to be paid and done, for the said part and portion of the said Messuage, &c. at the dayes and times usual and accustomed.

A Covenant with Warranty by the Lessor, that the Lessee shall quietly enjoy.

A Covenat, That the Lessee shall do Service at the Lessors Court Baron, and grind at his Mill.

A Lease

A Leaſe of a Moſs-Room.

This Indenture, &c. Witneſſeth, That the ſaid *A. B.* for, and in conſideration of the Sum of &c. to the ſaid *A. B.* by the ſaid *C. D.* paid, the receipt whereof the ſaid *A. B.* acknowledgeth, hath demiſed &c. unto the ſaid *C. D.* his Executors, &c. all that Moſs-Room with the Appurtenances, lying and being in *R.* Moſs in the ſaid County of *L.* containing by eſtimation 2. Roods of Ground, be it more or leſs, now in the tenure of the ſaid *C. D.* or his Aſſigns, together with all Wayes, Entries, Paſſages, Liberties, Eaſements, Commodities and Advantages in or to belonging, or to, or with the ſame heretofore uſed or enjoyed, or at any time accepted, taken, reputed or known, as part, parcel, or member thereof, with all and ſingular the Appurtenances thereof, To have and to hold the ſaid Moſs-Room, with the Appurtenances unto the ſaid *C. D.* and his Aſſigns, for and during all the term of the natural life and lives of him the ſaid *C. D.* and of *M.* and *E.* the daughters of the ſaid *C. D.* and of every of them, and the longeſt liver of them, to and for the moſt gain, profit, and advantage of him the ſaid *C. D.* and his Aſſigns, for and during all the ſaid term, for the digging, getting, drying, leading, and carrying away of Turves, yielding and paying therefore yearly during all the ſaid Term to the ſaid *A. B.* his Heirs and Aſſigns, the yearly Rent of 12 d. of lawful &c. at, in, or upon the &c. if it be lawfully demanded, for all manner of Rents, Suits, Levies, Taxations, Impoſitions and Demands whatſoever due for the ſaid Moſs-Room.

A Covenant for the Leſſor to warrant the Injoyment.

A Letter of Attorney to give Livery and Seiſin.

A Leaſe of Tythes belonging to a Free-School.

This Indenture, &c. between the Bayliffs and Burgeſſes of the Town of *S.* in the County of *S.* and *T. A.* Clerk, late Head, or Chief Schoolmaſter of the free Grammar School of the late King *Ed. 6.* in the ſaid Town of *S.* on the one part, and *D. L.* of the ſaid Town of *S.* Bayliff or Receiver of the Rents and Revenues of the ſame School of the other part, Witneſſeth, That the ſaid Bayliffs, Burgeſſes, and *T. A.* by and with the aſſent and conſent of *T. L.* now Chief or Head School-Maſter of the ſaid School, have Demiſed, Granted, Leaſed, Set, and Let, and by theſe Preſents do Demiſe, &c. unto the ſaid *D. L.* all thoſe the Tythes of Corn and Hay yearly growing, increaſing, or ariſing in the Townſhip of *B.* and the Fields thereof in the ſaid County of *S.* lately belonging and being parcel of the Poſſeſſions of the ſame School, To have and to hold the ſaid Tythes of Corn and Hay to the ſaid *D. L.* and his Aſſigns, from and immediately after the end, determination, and expiration of one Leaſe

heretofore made of the Premiſſes, to one *T. R.* or from the time that the ſame Leaſe by Surrender, Forfeiture, or by any other means ſhall happen to be expired or determined, unto the end and term, and for and during the term of 21 years, from thence next following, and fully to be compleat and ended, yielding and paying therefore yearly during the ſaid Term to the Bayliffs and Burgeſſes, and to their Succeſſors for the time being, the Sum of 20 Marks of lawful *Engliſh* money at the Feaſts of &c. by even portions for all and all manner of Rents, Services, and Demands whatſoever, to be paid within the Boothall, otherwiſe called the Guild-Hall of the ſaid Town. And if it happen the ſaid yearly Rent of 20 Marks, or any part thereof to be behind and unpaid in part, or in all, by the ſpace of one moneth next after either of the ſaid Feaſts, in which the ſame ought to be paid, That then it ſhall and may be lawful to and for the ſaid Bayliffs and Burgeſſes and their Succeſſors, into the ſaid Tythes, and every part and parcel thereof, to re-enter, and the ſame to have again, repoſſeſs, and enjoy as in their former Eſtate, any thing in this Indenture here before mentioned to the contrary in any wiſe notwithſtanding. And the ſaid *D. L.* for him &c. doth covenant &c. to and with the ſaid &c. by theſe preſents, That he the ſaid *D. L.* his &c. ſhall and will yearly during the ſaid term of 21 years, well and truly content and pay, or cauſe to be contented and paid, to the ſaid *B.* and *B.* and their Succeſſors for the time being, at the Boothall aforeſaid, at the Feaſts aforeſaid, or within one moneth next after either of the ſaid Feaſt dayes aforeſaid, the ſaid yearly Rent of 20 Marks by even portions, according to the true intent, meaning, and effect of theſe preſents. And the ſaid *B.* and *B.* for them and their Succeſſors, doth covenant &c. to and with the ſaid *D. L.* his Executors, &c. by theſe preſents, in manner and form following; That is to ſay, That he the ſaid *D. L.* and his Aſſigns, ſhall or may during the ſaid Term of 21 years, peaceably and quietly have, hold, &c. the ſaid Tythes, &c. without any lawfull let &c. of any perſon or perſons; and that the ſaid *B.* and *B.* and their Succeſſors for the ſaid yearly Rent, ſo by theſe preſents reſerved as aforeſaid, ſhall and will from time to time during the ſaid term of 21 years, acquit and diſcharge, or ſave or keep harmleſs as well the ſaid *D. L.* his &c. as the ſaid Tythes, and every part and parcel thereof, from, and concerning all other Rents, Payments, and Charges whatſoever, iſſuing out of the Premiſſes, other then the yearly Rent of 20 Marks aforeſaid, by theſe preſents reſerved, other then ſuch duties &c. as ſhall happen to be due by the only act or acts of the ſaid *D. L.* or his Aſſigns. In witneſſe, &c.

Of a Rectory Impropriate.

THis Indenture &c. between *A. B.* of &c. of the one part, and *C. D.* of &c. of the other part, Witneſſeth, That the ſaid *A. B.* for and in conſideration of &c. the receipt whereof the ſaid *A. B.* acknowledgeth, and thereof doth acquit &c. the ſaid *C. D.* his Executors, &c. by theſe Preſents, hath Demiſed &c. unto the ſaid *C. D.* and his Aſſigns, all that the Parſonage, Pariſh-Church of St. *J.* in the Town of *S.* ſometimes appropriate, united, belonging to, or

or appertaining, unto the late diſſolved Chantry or Colledg of St. *M.M.* near *S.* otherwiſe called the Colledg of *B.* with all Lands, Tenements, and all manner of Tythes and Tenths, Reverſion or Reverſions of Tythes or Tenths, of Corn, Grain, and Hay, Wooll, Lamb, Flax, Hemp, Honey, and all manner of predial, perſonal, and mixt Tythes or Tenths whatſoever, yearly coming, ariſing, growing and renewing, within the ſaid Pariſh of St. *J.* within the Town of *S.* aforeſaid, or in any other place or places, Townſhips or Hamlets, to the ſaid Rectory, Pariſh-Church, or Chappel of St. *J.* belonging or appertaining, or being reputed, taken, or known, as part, parcell, or member thereof, or to the ſame belonging or appertaining, or uſed to be ſet, demiſed, or let, as part, parcel, or member of the ſaid Rectory, Parſonage, Pariſh Church, or Chappel of St. *J.* aforeſaid: To have and to hold, &c. to the ſaid *C. D.* and his Aſſigns, from the day of the date hereof, for and during the term of &c. yielding and paying, &c.

A Covenant for the quiet enjoying, &c. ut in aliis.

Of a Parſonage for term of life.

This Indenture made, &c. between *A. B.* Clerk, Parſon of &c. of the one part, and *C. D.* of &c. of the other part, Witneſſeth, That the ſaid *A.B.* for and in conſideration of the Sum of &c. whereof and wherewith the ſaid *A.B.* acknowledgeth himſelf ſatisfied &c. Hath demiſed, granted, ſet, and to Farm let, and by theſe preſents doth demiſe &c. unto the ſaid *C.D.* his Executors and Aſſigns, &c. all that his Rectory or Parſonage of *E.* in the ſaid County of &c. with all and ſingular Houſes, Glebe-Lands, with all and ſingular the Appurtenances, ſet, lying, and being in *E.* aforeſaid, together with all manner of Tythes, as well perſonal as predial, and all Oblations, Profits, and Commodities, growing, ariſing, or yearly coming, in or out of the ſaid Rectory or Parſonage, (the Profits ariſing and coming, by reaſon of or for any buriall of Corps unto the ſaid Parſon, only excepted, and to the ſaid Parſon alwayes reſerved:) To have and to hold, and enjoy the ſaid Rectory or Parſonage of *E.* with the Houſes and Gleab-Lands thereunto belonging, together with all and ſingular the Tythes of Corn, Grain, and Hay, and privy Tythes, Offerings, Oblations, and all other Profits and Commodities, coming, growing, or yearly ariſing, or of right belonging to the ſaid Rectory or Parſonage (except before excepted) unto the ſaid *C.D.* his Executors, Adminiſtrators, and Aſſigns, from the day of the making hereof, for and during ſo long time as the ſaid *A.B.* ſhall remain in his natural life, yielding and paying therefore yearly unto the ſaid *A.B.* or to his Aſſigns, the Sum of &c. of lawful money, &c. at the four uſual Feaſts in the year; That is to ſay, At the Feaſt of &c. by even and equal portions. In witneſſe, &c.

And for non-payment a Clause for Re-entry.

AND it is covenanted, granted, and agreed, by and between the said parties by these presents; And the said *A. B.* for himself &c. doth covenant and grant, to and with the said *C. D.* his Executors &c. not onely from time to time from henceforth during the said term, serve or say within the said Parish Church of *E.* all manner of Divine Service, and administer unto the Parishioners there, all manner of Sacraments, and Sacramental Duties, during this present Lease, or else shall at his proper costs and charges, find a lawful and sufficient Priest or Minister in his stead or place, which from time to time, during the time aforesaid, shall well, truly, and lawfully execute, accomplish, and perform, and do the same, in such manner and form as the said *A.* ought to do. But also to exonerate and discharge the said *C.* his Executors or Assigns, of and from all other Charges, Tenths, Subsidies, Procuries: And also all manner of Dilapidations, and all other Incumbrances, as well ordinary as extraordinary, due or going out of the Rectory or Parsonage, or wherewith the same may be charged or chargeable to our Soveraign Lord the King, his Heirs or Successors, or to the Ordinary, or to any other person or persons whatsoever, during the time aforesaid. And the said *C. D.* doth for him &c. covenant &c. that he the said *C.* shall yearly, and every year, deliver or cause to be delivered, at the Feast-day of the Nativity of our Lord God, 8 Bushels of good, clean, and merchantable Wheat. And further, that neither he, nor his Executors, or Assigns shall surrender or leave up into the hands of the said *A.* the said Rectory or Parsonage, but shall hold the same for and during the term aforesaid, and also shall and will, during all the said time, well and sufficiently repair the said Parsonage Houses, and all Edifices thereunto belonging, and the same so sufficiently repaired and amended at the end, or other determination of this present Lease, shall leave and yield up. And the said *A. B.* for him &c. doth covenant &c. to and with the said *C. D.* by these Presents, that he the said *A.* will, during his natural life, keep and hold the said Rectory or Parsonage in his own Right and Title, and shall not surrender or resign the same unto the Patron or Ordinary, nor do any Act or Thing, whereby he may forfeit, or be legally deprived of the same. In Witness, &c.

A Lease of a Mannor for years, with several Redendums.

THis Indenture &c. between *R. B.* of *S.* in the County of *Y.* Esq; on the one part, and the Right Honourable *G.* Earl of *S.* of the other part, Witnesseth, That the said *R. B.* for divers and sundry good causes and considerations him thereunto moving, hath demised, granted, set, and to Farm let, and by these presents doth demise &c. unto the said Earl and his Assigns, all that his Seigniory or Lordship of *S.* and the Rectory and Church of *S.* with all their Rights, Members, and Appurtenances whatsoever, in the said County of *Y.* and the View of Frank-pledge to be holden within the said Mannor, and all Fairs and Markets to be holden from time to time, within the said Mannor

or

or Town of *S.* and one paſſage over the Water of *O.* near unto *S.* aforeſaid, with all Houſes, Mills, Lands, Tenements, Rents, Reverſions, and Services, Tithes, Court-Leets, View of Frank-pledge, Franchiſes, Liberties, Priviledges, Royalties, Commodities, Waters, Fiſhings, and other Hereditaments whatſoever, in the Town, Fields, Hamlets, or Territories of *S.* aforeſaid. *S.* and *T.* or any other place within the ſaid County of *Y.* to the ſaid Mannor, Seigniory, or Lordſhip, or Rectory, or any of them, by any ways or means belonging or appertaining, or as part, parcel, or member of them, or any of them, heretofore had, taken, known, accepted, reputed, or uſed: And all that Scite and Precinct of the late diſſolved Houſe or Monaſtery of *S.* aforeſaid: And all that his Park called *S.* Park, and all other his Meſſuages, Lands, Tenements, Liberties, Franchiſes, Commodities, Fairs, Markets, and Hereditaments whatſoever, ſcituate, lying, and being, perceived, had, or uſed within the Town, Fields, or Pariſh of *S.* aforeſaid. And alſo all hoſe his ſeveral Mannors of *S.* and *A. S.* or to either of them appertaining or belonging, or being accepted, reputed, known, or taken to be, as part, parcel, or member of them, or either of them; And all thoſe his Mannors, Seigniories, or Lordſhips of *F.* and *L.* with their Rights, Members, and Appurtenances in the ſaid County of *Y.* and all and ſingular the Meſſuages, Cottages, Lands, Tenements, Meadows, Leaſowes, Cloſes, Paſtures, Feedings, Woods, Under-Woods, Rents, Reverſions, Services, Courts-Leet, View of Frankpledge, and Profits of Courts-Leets, and other Hereditaments whatſoever, to the ſaid ſeveral Mannors, Seigniories, or Lordſhips of *F.* and *H.* or either of them, belonging or appertaining, lying, reputed, accepted, or taken, as part, parcel, or member of the ſame, or any of them. And all other the Lands, Tenements, and Hereditaments of the ſaid *R. B.* ſcituate, lying, and being, perceived, or uſed, in the Towns, Villages, or Hamlets of *F.* and *H.* or in any or either of them, in the ſaid County of *Y.* (except and at all times forepriſed) out of this preſent Leaſe and Grant, all ſuch Lands, Grounds, and Hereditaments in *F.* aforeſaid, as *J. C.* Eſq; did lately purchaſe of the ſaid *R. B.* for the Sum of &c. And the ſaid *R. B.* hath alſo demiſed, granted, &c. and by theſe Preſents doth demiſe, grant, &c. unto the ſaid *E.* all his Reverſion and Reverſions, of all and ſingular the ſaid ſeveral Mannors, Rectory, Meſſuages, Cottages, Lands, Tenements, Tithes, Woods, Under-woods, Franchiſes, Liberties, Hereditaments, and other the Premiſſes here before demiſed (except before excepted); together with all manner of Rents reſerved upon all and every Leaſe, Demiſe, or Grant, made of the ſaid Mannors, Rectory, Meſſuages, Tithes, Lands, Hereditaments, and other the demiſed Premiſſes, except as aforeſaid: To have and to hold the ſaid ſeveral Mannors, together with the Scite and Precinct of the ſaid late diſſolved Monaſtery, and all and ſingular other the ſaid Rectory, Tithes, Meſſuages, Lands, Grounds, Hereditaments, and all and ſingular the other demiſed Premiſſes, with the Appurtenances, (except before excepted) unto the ſaid *E.* his Executors and Aſſigns, from the day of the date of theſe Preſents, for and during, and unto the full end and term of &c. years, fully to be compleat and ended, yielding and paying therefore yearly, and every year during the ſaid term, to the ſaid *R. B.* during his life, if he ſhall ſo long live; and after his deceaſe, then

to

to ſuch perſon or perſons, his or their Heirs, to whom the Reverſion and Inheritance of the ſaid ſeveral Mannors, Lands, &c. doth or ſhall appertain, the ſeveral yearly Rents hereafter ordained and limited: That is to ſay, For the ſaid Mannor or Lordſhip of *S.* and the ſaid Scite, Circuit, and Precinct of the ſaid late diſſolved Monaſtery, Rectory, and Church of *S.* and all other the demiſed Premiſſes in *S.* *T.* and *T.* aforeſaid, the yearly Rent or Sum of &c. And for the ſaid Mannors of *S.* and *A. S.* and other the ſaid Grounds, Lands, &c. in *S.* and *A. S.* aforeſaid, the yearly Rent or Sum of &c. And for the ſaid Mannors of *F.* and *H.* aforeſaid, and other the demiſed Premiſſes in *F.* and *H.* aforeſaid, the yearly Rent or Sum of &c. of lawful money of *England*, at two dayes or Feaſts in the year: That is to ſay, at the Feaſt of &c. by even portions. And if, and as often it, as ſhall happen or fortune the ſaid ſeveral yearly Rents before hereby reſerved, or any of them to be behind and unpaid, in part, or the whole, by the ſpace of 20 days, next after either of the ſaid Feaſt-days of payment, at which the ſame ought to be paid; that then, and ſo often it ſhall and may be lawful, to and for the ſaid *R. B.* during his life; and after his deceaſe, to ſuch perſon and perſons, to whom the Reverſion or Inheritance of the demiſed Premiſſes doth or ſhall then appertain, into the ſaid demiſed Premiſſes, to enter and diſtrain, &c.

A Covenant of the Leſſor, for the quiet enjoyment and diſcharge of all former Incumbrances.

Except and always excepted, all and every Leaſe and Leaſes made of the ſaid demiſed Premiſſes, or of any part and parcel thereof, for the term of 21 years or under, and not above, whereupon the Rent moſt uſually paid for the ſame, within the ſpace of &c. years laſt paſt, or more is reſerved, the ſame being paid yearly, during the continuance of ſuch Leaſe or Leaſes. And except alſo one Leaſe made by the ſaid *R. B.* of one parcel of the demiſed Premiſſes, unto one *B.* for 40 years. And except alſo the Right and Title of Dower of *E.* the Daughter of &c. whom the ſaid *R. B.* heretofore eſpouſed and took to Wife. And except alſo all Rents and Services from henceforth to be due or payable, and not before due for the demiſed Premiſſes, or any part or parcel thereof, unto our Soveraign Lord the Kings Majeſty, his Heirs or Succeſſors, and other the Lord and Lords of the Fee or Fees thereof.

A Covenant by the Leſſor *for further aſſurance.*

And furthermore, The ſaid *R. B.* for him &c. doth covenant &c. to and with the ſaid *E.* his Executors, &c. by theſe preſents, That the ſaid *R. B.* ſhall and will at all and every time and times hereafter, when and as often he ſhall be thereunto reaſonably required by the ſaid *E.* his Executors or Aſſigns, and at the coſts and charges in the Law of the ſaid *E.* his Executors, &c. by his ſufficient Deed or Deeds indented, make unto the ſaid *E.* his Executors and Aſſigns, being in poſſeſſion of the ſaid demiſed Premiſſes, by force of theſe preſent Indentures, ſuch Leaſe and Leaſes, Demiſe or Demiſes, Grant or Grants of

of the ſaid ſeveral Mannors, Rectory, Lands, Tenements, Hereditaments, and other the ſaid demiſed Premiſes, for the term and ſpace of 21 years, from the day of the date of every of the ſame Indentures, or Deeds indented, ſo thereof to be made as aforeſaid, as by the ſaid *E.* his Executors or Aſſigns, or by his or their learned Councel, ſhall be reaſonably adviſed or deviſed. And that in and by the ſame, all and every ſuch new Leaſe or Leaſes there ſhall be reſerved, the ſeveral Rents aforeſaid, and the ſame to be paid yearly, in ſuch manner and form as is limited in and by theſe preſents, and that therein alſo ſhall be contained ſuch like Covenants, Grants, Exceptions, Reſervations, and Agreements, in effect and ſubſtance as be contained in theſe Indentures, and not otherwiſe, nor in any other manner and form: In witneſs whereof, &c.

A Leaſe of a Mannor, with a Covenant that the Land onely by Diſtreſs, and not the perſon of the Leſſee ſhall be lyable to the Rent reſerved.

THis Indenture made, &c. Between *A. B.* of &c. Gent. of the one part and *C. D.* of &c. of the other part, Witneſſeth, That the ſaid *A. B.* hath demiſed, &c. the Mannor of *S.* &c. to the ſaid *C. D.* his Executors, &c. To have and to hold to the ſaid *C. D.* his Executors, &c. for 21 years, yielding and paying therefore yearly the ſum of &c. at the two Feaſts of &c. Provided alwayes, and it is ſo concluded and agreed, by and between the ſaid parties, for themſelves and either of them, their and either of their Heirs, Executors, and Adminiſtrators, and every of them by theſe preſents. And the ſaid *A. B.* for him, &c. doth Covenant, &c. to and with the ſaid *C. D.* his Executors and Aſſigns, by theſe preſents, that neither the reſervation of the ſaid Rent, nor any thing in theſe preſents contained, ſhall by any wayes or means extend to charge the perſons of the ſaid *C. D.* his Executors or Aſſigns, by occaſion of Debt, or any other wayes, with or for the ſaid yearly Rent, but onely to charge the ſaid ſeveral Mannors, and other the Premiſſes, by way of Diſtreſs for non-payment of the ſaid Rent before reſerved, and not otherwiſe.

A Covenant like to that in the former Precedent for renewing of Leaſes of the Premiſſes.
In Witneſs, &c.

A ſhort Leaſe of Lands for a Term, the Rent to be paid after the Leſſors deceaſe to his Heir in tail.

THis Indenture, &c. Between *A. B.* of &c. Gent. of the one part, and *C. D.* of &c. of the other part, Witneſſeth, That the ſaid *A. B.* for divers good cauſes, &c. hath demiſed, granted, &c. unto the ſaid *C. D.* all that the Mannor of *S.* with the Appurtenances, &c. To have and to hold, &c.

unto

unto the ſaid *C. D.* and his Aſſigns, for and during the Term of 21 years, &c. yielding therefore yearly, during the ſaid term unto the ſaid *A. B.* and to the Heirs of the Body of the ſame *A. B.* which he ſhall hereafter have and beget, of ſuch Woman as he ſhall hereafter marry and take to Wife; and for default of ſuch Iſſue, then to *R. B.* his Heirs and Aſſigns, the old and accuſtomed Rent, at ſuch dayes and times as the ſame hath been accuſtomed to be paid, &c.

A Leaſe of a Houſe in London.

Conſideration. THis Indenture made, &c. Between *D. F.* of *W.* in the County of *B.* Widow, and *J. S.* of *W.* aforeſaid, Gen^r. of the one part, and *D. T.* Cit. and H. of *L.* of the other part, **Witneſſeth**, That the ſaid *D.* and *J. S.* for and in conſideration of the ſum of 100 *l.* of currant Engliſh money, to them in hand paid by the ſaid *D. T.* at and before the enſealing and delivery of theſe

The Demiſe. preſents, the Receipt whereof they do hereby acknowledge, and themſelves therewith ſatisfied, and thereof, and of every part thereof, do clearly acquit and diſcharge the ſaid *D. T.* his Executors and Adminiſtrators, and every of them by theſe preſents, have demiſed, granted, ſet, and to farm-letten, and by theſe preſents do demiſe, grant, ſet, and to farm-let unto the ſaid *D. T.* all that Meſſuage or Tenement, with the Appurtenances, ſcituate, lying and being in *C.* commonly called or known by the name of *R.* now in the Tenure or Occupation of the ſaid *D. T.* Together with all Shops, Cellars, Sollers, Chambers, Rooms, Eaſement, Commodities, and Appurtenances whatſoever, to the ſaid demiſed

Habend. Meſſuage or Tenement belonging, or in any wiſe appertaining: **To have and to hold** the ſaid Meſſuage or Tenement, and all and ſingular the Premiſſes, with the Appurtenances, and every part and parcel thereof to the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of the Annun. next coming after the date hereof, unto the end and term of 21 years, from thence next enſuing, and fully to be compleat and ended, yielding and paying therefore yearly unto the ſaid *D. F.* for ſo many years of the ſaid Term, as ſhe ſhall

Reddend. live; And then afterwards to the ſaid *J. S.* his Heirs and Aſſigns, during the ſaid Term, the yearly Rent of 30 *l.* of currant Engliſh money, at the 4. uſuall Feaſts or Terms in the year: **That is to ſay**, At the Feaſt of the Nat. of St. *John Bap.* St. *M.* the Arch. the Birth of, &c. and the Annun. by even and equal portions. And if it ſhall happen the ſaid yearly Rent of 30 *l.* to be behind, unpaid in part or in all, by the ſpace of 14 dayes next after any of the ſaid Feaſts, at which as aforeſaid, the ſame ought to be paid: Or if the ſaid *D. T.* his Executors or Adminiſtrators, ſhall or do, at any time hereafter, let, aſſign, or ſet over any part or parcel of the ſaid Meſſuage or Tenement, or any part thereof, to any perſon or perſons whatſoever, without the ſpecial Licence of the ſaid *D. F.* and *J. S.* their Heirs or Aſſigns, or ſome of them in Writing, under her, his, or one of their Hands and Seals. **And further**, If the ſaid *D. T.* his Executors, Adminiſtrators, or Aſſigns, ſhall alter and change any part of the ſaid Meſſuage or Tenement, to or for the weakning or impairing of the ſame, or ſhall remove any principal Timber or Supporters of the ſaid Meſſuage or Tenement without

without the leave and conſent of the ſaid *D. F.* and *J. S.* their Heirs or Aſſigns, or ſome of them firſt had and obtained in writing under their hands, that then and ſo often it ſhall and may be lawful to and for the ſaid *D. F.* and *J. S.* their Heirs and Aſſigns, into the ſaid demiſed Premiſes, and into every part thereof, to re-enter, and the ſame to have again, re-poſſeſs, and enjoy, as in her, his, or their former Eſtate, this preſent Indenture of Leaſe, or any thing therein contained, to the contrary therein, in any wiſe notwithſtanding. Clauſe for Re-entry.

And the ſaid *D. T.* doth Covenant, promiſe, and grant, for him, his Executors, Adminiſtrators, and Aſſigns, to and with the ſaid *D. F.* and *J. S.* their Heirs and Aſſigns by theſe preſents, that he the ſaid *D. T.* his Executors, Adminiſtrators, and Aſſigns, at his and their proper Coſts and Charges, the Meſſuage or Tenement here before by theſe preſents demiſed, with the Appurtenances, ſhall and will repair, ſuſtain, ſupport, amend, and maintain; and all the privies, Sieges, and Wydraughts, of or belonging to the Premiſſes, and the Glaſs-Windows; as alſo the Pavements as well within the ſaid Meſſuage, as without in the high Street, before, or belonging to the ſame, ſhall at his, or their like Coſts and Charges, well and ſufficiently repair, purge, ſcour, pave, glaze, cleanſe, amend, and maintain, from time to time, as often as need ſhall require, during the ſaid Term. Covenant for Reparations.

And furthermore, the ſaid *D. T.* for himſelf, his Executors, Adminiſtrators, and Aſſigns, doth Covenant, promiſe, and grant, to and with the ſaid *D. F.* and *J. S.* their Heirs and Aſſigns by theſe preſents, That he the ſaid *D. T.* will at his own proper Coſts and Charges, before the Feaſt day of St. *M.* the Arch. next coming, after the date hereof, lay out and beſtow upon the repair of the above demiſed Premiſes, the ſum of 40*l.* of currant Engliſh money, in ſuch place and places, part and parts thereof, as the Work-men aſſigned and appointed by the ſaid *D. F.* and *J. S.* or one of them, or the Heirs or Aſſigns of them, or one of them, ſhall order and appoint him, his Executors or Aſſigns, to beſtow the ſame. And the ſaid Meſſuage or Tenement, and Premiſſes, ſo well and ſufficiently repaired, paved, ſcoured, cleanſed, glazed, purged, ſuſtained, and amended, together with all the Wainſcot in any part of the Premiſes; now being or remaining, with all Doors, Locks, Keys, Glaſs, and Glaſs-Windows, in or about the ſaid Meſſuage or Tenement, and Premiſes, in good ſufficient and Tenantable reparations, at the end of the ſaid Term, or any other determination of this Leaſe, ſhall leave and yield up unto the ſaid *D. F.* and *J. S.* or one of them, their or one of their Heirs or Aſſigns. And the ſaid *D. T.* doth Covenant, promiſe, and grant, for him, his Executors, Adminiſtrators, and Aſſigns, by theſe preſents, that it ſhall and may be lawful to, and for the ſaid *D. F.* and *J. S.* their Heirs and Aſſigns, with Work-men, and others, to have and take free liberty of Ingreſs, Egreſs, and Regreſs, in, and to, and from the above demiſed Premiſes, and every or any part thereof, four times a year yearly, during the ſaid term, to view, ſearch and ſee, whether the ſaid Meſſuage or Tenement, and Premiſes, be well and ſufficiently repaired, cleanſed, ſcoured, paved, amended, and maintained, as the ſame ought to be, by the true meaning of theſe preſents, or not, and to give or leave warning in writing at the ſaid demiſed Premiſes, to and for the ſaid *D. T.* his Executors or Aſſigns, to repair and amend the defaults therein A Covenant to come into the Premiſſes to view Reparations.

therein ſpecified within 3. months then next enſuing. And it is further agreed and the ſaid *D. T.* for him, his Executors, Adminiſtrators, and Aſſigns, doth Covenant and grant, to and with the ſaid *D.F.* and *J.S.* their and either of their Heirs and Aſſigns by theſe preſents, to pay all manner of Taxes, Aſſeſſments, Quit-rents, and Duties whatſoever, which ſhall grow due from the demiſed Premiſes, during the ſaid term hereby letten. And the ſaid *D.F.* and *J.S.* do for themſelves, their Heirs, Executors, Adminiſtrators, and Aſſigns, reſpectively, and for every of them, Covenant, promiſe, and grant, to and with the ſaid *D.T.* his Executors, Adminiſtrators, and Aſſigns, and with every of them, by theſe preſents, that he the ſaid *D.T.* his Executors, Adminiſtrators, and Aſſigns, paying the ſaid yearly Rent of 30 *l.* reſpectively and ſucceſſively, in manner and form aforeſaid, and doing and performing all the other Covenants, Grants, Articles, Conditions, and Agreements above in theſe preſents declared and ſpecified, which on his and their parts and behalf, are to be performed and kept, ſhall or may, according to the true meaning of theſe preſents, peaceably and quietly have, hold, occupy, and enjoy the ſaid Meſſuage or Tenement, and all and ſingular, the demiſed Premiſes, with the Appurtenances, without any let, trouble, or interruption of the ſaid *D.F.* and *J.S.* or either of them, their, or either of their Heirs or Aſſigns, or any of them, or of any other perſon or perſons whatſoever, lawfully claiming, by, from, or under her, his, or their Right, Title, or Intereſt, during the ſaid term of 21 years, by theſe preſents granted: In witneſs, &c.

A Covenant that the Leſſee ſhall enjoy the Premiſſes.

A Leaſe of Lands revocable upon payment of a ſum of money to a Daughter.

THis Indenture, &c. Between *R. R.* of *R.* in the County of *L.* Eſq; of the one part, and *J.C.* of &c. Eſq; and *A.H.* of &c. in the ſaid County Gent. of the other part, Witneſſeth, That the ſaid *R.* as well for, and in conſideration of the natural love and affection which he hath and beareth unto *M.R.* one of the Daughters of the ſaid *R.R.* as yet unpreferred in marriage, and for raiſing of a competent marriage portion to and for the ſaid *M.* in caſe ſhe ſhould ſurvive the ſaid *R.* and be unmarried at the time of his death, or do marry with his conſent and good liking in his life-time, as alſo for divers other good cauſes and conſiderations him thereunto eſpecially moving, hath demiſed, granted, and to farm-letten, and by theſe preſents doth demiſe unto the ſaid *J.C.* and *R.H.* All that the ſcite and capitall Meſſuage called by the name of *B.* and all Out-houſes, Barns, Stables, and other Edifices & Buildings, Yards, Orchards, Gardens, Toftes, Crofts, Curtilages, Lands, Tenements, Meadows, Leaſowes, Paſtures, Feedings, Woods, Under-woods, Wayes, Waters, Water-Courſes, Fiſhings, Ponds, Pools, Commons, Common of Paſture, Moſs-room, Heath, Turbary, Profits, Commodities & Emoluments, with their, & every of their Appurtenances whatſoever, to the ſaid capital Meſſuage, and Scite belonging, or in any wiſe appertaining, or with the ſame heretofore uſed, occupied, or enjoyed, or accepted, executed, known, or taken, as part, parcel, or member of the ſame, containing by eſtimation, 70 Acres of the large meaſure, or thereabouts, be the ſame more or leſs, all

Conſideration.

Demiſe.

all and singular which said Scite, Capital Messuage, and other the Premisses, with their, and every of their Appurtenances, are scituate, lying and being in *R.* in the said County of *L.* and are now in the Tenure or Occupation of the said *R. R.* or his Assignee or Assignees, being also parcel of his Inheritance. And the said *R. R.* for the consideration aforesaid, hath also demised, granted, and to farm-letten, and by these presents doth demise, &c. unto the said *J. C.* and *A. H.* and *R. H.* all those several Closes, and parcels of Ground, with their Appurtenances hereafter particularly mentioned, That is to say, &c. with all manner of Wayes, Entries and Passages, to and from the said Closes and parcels of Ground, severally and respectively belonging, Waters, Water-courses, &c. with their, and every of their Appurtenances whatsoever, to the said several Closes of Ground, and every, or any of them belonging or appertaining, all and singular which said Premisses, last mentioned to be demised, are scituate, lying and being in the Town, Territories, Liberties, Hamlets, or Fields of *C.* and *R.* in the said County of *L.* and now are, or lately were in the Tenure or Occupation of the said *R. R.* or of his Assignee or Assignees, and are parcel of his Inheritance, To have and to hold all and singular the said several Closes, and parcels of Ground, and all other the demised Premisses, with their Appurtenances, unto the said *J. C.* and *A. H.* and *R. H.* and to the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of the Survivors and Survivor of them, from and immediately after the death of the said *R. R.* for, and during, and untill the full end and term of ten years from thence next following, and fully to be compleat and ended, yielding and paying therefore yearly, during the said Term, unto the said *R. R.* his Heirs and Assigns, one Pepper-Corn, onely at the Feast of Saint *M.* in Winter, (if it shall be lawfully demanded) for all Rents, Suits, Services and Demands whatsoever. *Habend.*

Provided alwayes, and the true intent and meaning of this present demise and grant, and of the parties thereunto is, That they the said *J. C. &c.* and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of the Survivor of them, being hereby nominated and appointed Lessees in Trust and Confidence, shall out of the yearly Rents, Issues, Profits, and Emoluments of the said demised Premisses, with the Appurtenances, well and truly pay, or cause to be paid, unto the said *M.* or her Assigns, yearly, and every year, untill the sum of 200 l. of lawful, &c. be satisfied and paid, after the rate or sum of 40 l. a year, of like lawful English money, at 2 Feasts or Dayes of payment in every years; That is to say, at the Feasts of, &c. or within 21 dayes after either of the said Feasts, by eaven portions, at the South-Porch of the Parish-Church of *W.* in the said County. Provided also nevertheless, That if the Heirs or Assigns of the said *R. R.* do, and shall well and truly pay, or cause to be paid, to the said *M. R.* or her Assigns, at the place of payment aforesaid, the said yearly sum of 40 l. untill the said sum of 200 l. be fully satisfied and paid as aforesaid, at the several Feasts and Times limited for payment thereof, and in such manner and form as is before declared, that then they the said *J. C. &c.* and the Survivors and Survivor of them, and the Executors, Administrators, and Assigns of the Survivor of them, shall utterly, and for ever be barred and excluded from any further occupation or intermedling

The trust declared.

A *Proviso* upon payment of 40 l. yearly, till 200 l. be paid, this demise to end.

sing with the said demised Premisses, or any part or parcel thereof, any thing in these presents contained to the contrary thereof, in any wise notwithstanding.

And also upon tender of 12 d. to the Court.

Provided further, that if the said R. R. do, or shall at any time, during his natural life, pay or tender, or cause to be paid and tendred, unto the said J. C. A. H. and, &c. or to any of them, or the Survivors of them, or to the Executors, Administrators, or Assigns of the Survivors of them, the sum of 12 d. of lawful, &c. and thereupon do immediately declare and signifie in the presence of 2 or more credible Witnesses, That his intent and meaning is, by the Term thereof, to have this present Demise and Grant to be for ever, in all Constructions frustate and void: Or if the said M. R. shall in the life time of the said R. R. enter-marry with any person, without the good liking and consent of the said R. R. that then, and from thenceforth, after such payment, or tender of twelve pence, with the intent, and in such manner and form as aforesaid, and for ever after, this present Demise and Grant, and every Clause, Sentence, and Word therein contained, shall cease, determine, and be utterly void, frustrate, and of none effect, to all Intents, Constructions and Purposes, as though the same had never been acted, intended, or done; any thing in these presents contained to the contrary in any wise notwithstanding: In witnesse.

Or th: Daughter marry without her Fathers Consent.

A Re-demise of a Messuage.

This Indenture made, &c. Between *A. B.* of, &c. of the one part, and *C. D.* of, &c. of the other part: Witnesseth, That whereas the said *C. D.* by his Deed indented, under his Hand and Seal, bearing Date, &c. Hath bargained, sold, demised, and to farm-letten unto the said *A. B.* his Executors, &c. all that Messuage or Tenement, &c. Scituate, &c. To have and to hold the said Messuage or Tenement, &c. with all and singular the Appurtenances from the date of the said Indenture, for, and during the term of 99 years, under the yearly Rent of one Pepper-Corn. As by the said recited Indenture, relation there o being had, more at large appeareth. Now this Indenture Witnesseth, That the said *A. B.* for divers good Causes and Considerations him there unto moving, Hath bargained, sold, betaken, and to Farm-letten; And by these presents doth bargain, sell, betake, and to farm-lett, unto the said *C. D.* his Executors, Administrators and Assigns, the said Messuage or Tenement, with the Appurtenances, and the Reversion and Reversions, Rents, Issues and Profits, of all and singular the said Messuage and Premisses, and of every part and parcel thereof. To have and to hold the said Messuage or Tenement, with the Appurtenances thereof, unto the said *C. D.* his Executors, Administrators and Assigns, from the ensealing and delivery of these presents, unto the end and term of 98 years, from thence next ensuing, and fully to be compleat and ended. Provided always, and these presents are upon this condition, nevertheless, that if the said *C. D.* his Heirs, &c. do not, or shall not from henceforth yearly, and from year to year, for, and during the natural lives of *R. B.* and *S. B.* Children of the said *A. B.* and the longer Liver of them (if the said Lease do so long continue), well and truly pay, or cause to be paid unto the said *A. B.* his Executors, Administrators or Assigns, the sum of &c.

&c. of lawful money of *England*, on the Feaſt dayes of, &c. by eaven and equal portions. At, or within the Porch of the Church, &c. without any deduction, allowance, abatement, or defalcation whatſoever. That then, and from thenceforth this preſent Leaſe of the ſame Premiſſes ſhall ceaſe, determine, and be utterly void, and of none effect, to all Intents and Purpoſes, as if theſe preſents had never been made: And then, and at all, or any time afterwards; it ſhall and may be lawful, to, and for the ſaid *A. B.* his Executors, Adminiſtrators and Aſſigns, or any of them, to enter into, and upon the ſaid Meſſuage or Tenement, and Premiſſes, and into every part and parcel thereof, in the name of the whole. And the ſame to have again, repoſſeſs and enjoy, as in his or their firſt and former eſtate, and the ſaid *C. D.* his Executors, &c. and all Occupiers of the Premiſſes thereout, and from thence utterly to expel, put out, and amove, this Indenture, or any thing therein contained to the contrary thereof in any wiſe notwithſtanding. And the ſaid *C. D.* for him, his Executors, &c. doth Covenant, Promiſe and Grant, to, and with the ſaid *A. B.* his Executors, &c. by theſe preſents, That the ſaid *C. D.* his Heirs, Executors, &c. or ſome of them, ſhall and will, from time to time, and at all times hereafter, during the natural lives of the ſaid *R. B.* and *S. B.* Children of the ſaid *A. B.* and the lives of the longer liver of them (if the ſaid Leaſe ſhall ſo long continue), well and truly pay, or cauſe to be paid, unto the ſaid *A. B.* his Executors, Adminiſtrators or Aſſigns, the ſaid annual Sum, or yearly Payment of, &c. of lawful Money of *England*, at the dayes, times, and place above mentioned for payment thereof, in manner and form aforeſaid, without making default of payment, of, or in any one payment thereof. And without any deduction, allowance, abatement, or defalcation whatſoever. And that he ſaid *C. D.* his Executors, &c. ſhall from time to time, during the natural lives and life of the ſaid *R. B.* and *S. B.* well and ſufficiently repair, uphold, ſupport, ſuſtain, amend, maintain, and keep the ſaid Meſſuage, &c. in, by, and with all, and all manner of needful and neceſſary Reparations and Amendments whatſoever.

Letters of Attorney.

To sue for a Debt due by a Bill of Exchange, to the Attorneys own use with a Covenant that the Debt is undischarged.

TO all to whom these presents shall come, *G. L.* of *L.* March, sendeth Greeting. Know ye, That I the said *G.* for divers good Causes and Considerations me thereunto especially moving, Have ordained, assigned and deputed, and by these presents do ordain, assign and depute, and in my place put, my welbeloved Friend *A. S.* Cit. and G. of *L.* my true and lawful Attorney irrevocable, to demand, levy, recover, and receive in my name and stead, to the only proper use and behoof of the said *A. S.* of one *M. W.* Cit. and D. of *L.* his Heirs, Executors, or Administrators, the Sum of 100 l. of good and lawful money of *England*, in which said Sum the said *M. W.* is indebted to me by the said *G.* by a certain Writing or Bill of exchange, bearing date at *L.* the &c. Know ye also, That I the said *G.* have by these Presents given and granted to my said Attorney, my full and whole authority, for default of payment of the said Sum, or any part or parcel thereof, him the said *M. W.* his Heirs, Executors, or Administrators, by their bodies to Arrest and Imprison, and out of Prison again to deliver and release, and the Goods and Chattels, Land and Tenements of him the said *M. W.* his Heirs, Executors, or Administrators, to the use and behoof of the said *A. S.* in my name and stead, to cause to be attached, seised or extended, and Pleas, prosecutions, and Suits whatsoever, against the said *M. W.* his Heirs, Executors, or Administrators, or any of them, or against the Goods, Chattels, Credits, and Debts of the aforesaid *M. W.* for the Debt aforesaid, in my name and place, to commence, maintain, and prosecute in any Court or Courts, and before what Judge or Judges soever, as firm and lawful wayes and means as the Laws of the Land will permit. And upon recovery and receipt of the said money or any part thereof, acquittance or acquittances, Release or Releases, or other discharge, in my name and stead, to seal and deliver, and one or more Attorney or Attorneys under him to substitute, and at his will again to revoke, and further to do, &c. Ratifying, &c. and I the said *G. L.* do further Covenant and grant, for me, my Executors, and Administrators, to and with the said *A. S.* his Executors and Administrators, by these presents, That the said Writing or Bill of Exchange is in full strength and validity, and that I the said *G. L.* before the making of these presents, have not remitted nor any way released the said Debt, nor any part or parcel thereof. And that he the said *A. S.* his Executors, Administrators or

or Assigns, shall or may have and enjoy all and singular Sums of money and other profits whatsoever, which by vertue or pretext of the said Writing or Bill of Exchange shall happen to be levied to the proper use and behoof of the said *A. S.* his Executors or Administrators, without any accompt to be given or rendred by him for the same. In Witnesse, &c.

To deliver a Deed.

BE it known unto all men by these presents, That whereas I *A. B.* of *C.* in the County of *S.* Gent. *J. L.* Gent. and *S.* his Wife, and Sister of the said *A. B.* have set our hands and Seals to a Writing hereunto annexed, mentioning, that we have granted to *E. S.* Esquire, certain Tythe, Lead-Oare, within the high Park, or elsewhere, within the County of *D.* which Tythe was granted unto us the said *A. B.* and *S.* my said Sister by Sir *F. L.* Kt. for certain years yet to come and unexpired, as by the said Writing hereunto annexed appeareth. Now know ye, That we the said *A. B. J. L.* and *S.* his wife have constituted, ordained, and made, and in our stead and place by these presents have put, our welbeloved friends *H. M.* and *N. O.* our true and lawful Attorneys, for us, and in our names, joyntly and severally to take possession of the said Tythe, Lead-Oar, or of some part thereof in the name of the whole, by digging of the same, or by seizing or taking in our names, some part thereof in the name of the whole, and also for us and in our names, as our Deed, to deliver the said Writing hereunto annexed to the said *E. S.* or to any other person or persons to his use, as fully, wholly, and amply as we the said *A. B. J. L.* and *S.* could or might do the same in our own persons: Ratifying, &c.

From several Executors, and Administrators to sue Under-Sheriffs and Bayliffs of Hundreds for Goods, &c. wrongfully taken, by colour of their Office.

KNow all men by these presents, That we *A. B.* Widow, Executrix of the last Will and Testament of *R. B.* late of *M.* in the County of *S.* Gent. *C. D.* Widow, Executrix of the last Will, &c. of *E. D.* of &c. Yeoman; and *E. F. G. H.* and *J. K.* of *M.* aforesaid, Have made, ordained, constituted, and in our places by these presents have put, our welbeloved in Christ Sir *R. H.* Kt. our true and lawful Attorney, to demand, levy, and receive, for us and every of us of *F. C.* Gent. late Deputy-Sheriff to *E. C.* Esq; late Sheriff of the said County of *G. L.* late Deputy-Sheriff to *F. L.* Esq; late Sheriff of the said County, and after Deputy-Sheriff to *R. C.* Esq; late Sheriff of the said County of *G. F.* late Bayliff of the Hundred of *F.* in the said County; and of *J. K.* late Bayliff of the said Hundred, and of every or any of them, all and singular the Sums of Money, Goods and Chattels whatsoever, which they the said Deputy-Sheriffs or Bayliffs, or any others there, or any of their under-Officers or Ministers, or any other person or persons by their, or any of their command or procurement, have or had received, levied, or taken wrongfully, by colour of their said several Offices, of or from us, or every or any of us, or of and from the Testator and Intestates above named, and of and from them, and every or any

of them, by the ſaid Deputy-Sheriffs and Bayliffs, or by any of them, and from us as yet wrongfully detained. Giving and Granting to our ſaid Attorney our full and whole power and Authority in the Premiſſes, to Arreſt, Sue, Implead, Impriſon, and Convent the ſaid late Deputy-Sheriffs and Bayliffs, in all or any of the Kings Court or Courts, before all or any of his Majeſties Judges, Juſtices, or Commiſſioners, or before any of them, for the wrongful taking, levying, detaining, and withholding of the ſaid Sums of Money, Goods and Chattels, or of any part thereof, and them and every of them in that behalf to condemn, and the ſaid Sums of Money, Goods and Chattels to recover and receive to the proper uſe and behoof of the ſaid Sir *R. H.* without giving or rendring to us, or any of us, any accompt for the ſame. It being in full recompence and ſatisfaction of divers great Sums of money by the ſaid Sir *R. H.* payed and defrayed for us and the ſaid Teſtators and Inteſtates, to our Soveraign Lord the Kings Majeſty. And upon ſuch recovery or recoveries ſo had or made, or other payment or payments or ſatisfaction in that behalf, to be made to the ſaid Sir *R. H.* by the ſaid late Deputy-Sheriffs and Bayliffs, or by any of them, to compound, releaſe, or agree with them, or every or any of them, and acquittance or acquittances, releaſe or releaſes, or any other diſcharge in that behalf, as our Attorney ſhall ſeem convenient, reſpectively to Seal and Deliver for Us, and in our Names and Places, at the Will and Pleaſure of our ſaid Attorney, and further to do and execute, &c. Ratifying, &c. In Witneſſe whereof, &c.

To receive the Rents of a Mannor, and for non-payment to re-enter.

BE it known unto all by theſe Preſents, That I *A. B.* of &c. have made, ordained, depured and conſtituted my Welbeloved and faithful Servant *C. D.* my true and lawful Attorney to demand, ask, levy, and receive for me, and in my name, and to my uſe, of *E. F.* and all other the Farmers and Occupiers of all and every my Meſſuages, Lands, Tenements, and Hereditaments within my Mannor of *N.* in the County of *L.* for the time being, all ſuch Rents and Sums of money as now be, or which hereafter ſhall be due, and payable to me, and for the Rents of the ſaid Mannor of *N.* and of all other Lands, Tenements and Hereditaments in *S.* in the ſaid County of *L.* by force of a certain Indenture of Leaſe, bearing date, &c. made between &c. and upon receit thereof, to make, ſeal, and deliver for me, and in my name, acquittance or acquittances, or other lawful and ſufficient diſcharges to make, as occaſion ſhall ſerve and require; and for non-payment thereof, or of any part thereof, into the ſaid Mannor, Meſſuages, and Premiſſes, or any part or parcel thereof, to re-enter, and the ſaid *E. F.* and all other the Farmers and Occupiers thereof, to expel and amove, and all other thing in that behalf to do and execute, in as full and ample manner as I my ſelf could or might, if I were there perſonally preſent. Ratifying, &c. In witneſſe, &c.

To enter into Land, for non-payment of a Rent reserved upon a Lease.

KNow all men to whom these Presents shall come, I *M. H.* of *L.* Widow, send greeting. Whereas by Indenture of Lease, bearing date &c. made between me the said *M. H.* of the one part, and one *J. W.* of &c. and *R. A.* of *C.* &c. of the other part. I the said *M. H.* did demise and to farm let, unto the said *J. W.* and *R. C.* the Manour or Chantry of *S.* with the Appurtenances, and the dissolved Chantry of *S.* with the Appurtenances, and the dissolved Colledge of *S.* with the Appurtenances, late parcel of, or belonging to the Colledge of *R. M.* in the County of *T.* among other things, all lying and being in the said County of *N.* to hold from the Feast-day of the *Annunc.* then last past, for the Term of 7 years, if the Extent mentioned in the said Indenture of Lease should so long continue, yielding and paying therefore yearly, during the said term, unto me the said *M. H.* my Executors and Assigns, the full, just, and entire Sum of 3000 *l.* of lawful *English* money, in and upon the first day of *N.* and the first day of *M.* at or in my then or late dwelling house in *M.* Lane in *L.* by even and equal portions; with a Proviso or Condition therein contained, that if it should happen the said yearly Rent, or any part thereof, to be behind and unpaid, by, and during the space of 21 days next after such days, time or times, as the same shall grow due, or ought, or are appointed to be paid, by even and equal portions; that then, and from thenceforth, after such Default of payment, without any Demand to be made by me the said *M. H.* my Executors or Assigns, of the said Rent, or the Arrearages thereof, at any other place, then onely at my said dwelling house in *M.* Lane in *L.* aforesaid, it should and might be lawful for me the said *M. H.* my Executors and Assigns, wholly to re-enter into all and singular the demised Premisses, with the Appurtenances, and into every or any part thereof, and the same to have again and repossess, as in mine and their former Estate and right, any thing in the said Indenture contained to the contrary in any wise notwithstanding. And whereas the said *J. W.* and *R. A.* upon the 21 of this instant *M.* being the last day of payment of the said Rent, according to the Proviso above-mentioned, to be contained in the said Indentures of Lease, have made default of payment, and have not satisfied or paid all the Rent reserved to be paid by the said Indenture of Lease, and the Proviso and Condition mentioned and contained in the said Indenture of Lease at the place aforesaid, notwithstanding, I the said *M. H.* did demand the said Rent, at, or in my said dwelling house upon the said 21 day of *M.* before the Sun-set of the same day, and did continue my Demand, according to the Law in such cases used, and the purport and effect of the same Indenture of Lease, and no person or persons came then and there to make payment of all the said Rent, unto me the said *M. H.* according to the purport and effect of the said Indenture of Lease and Proviso aforesaid. Now this my present Writing witnesseth, That I the said *M. H.* do hereby constitute and appoint *T. S.* of *F.* in the said County of *N.* Gent. my lawfull Attorney and Deputy for me, and in my name and place, in respect of the non-payment of the said Rent, and Proviso aforesaid, to re-

re-enter into all and singular the said Mannor or Chantry and dissolved College of *S.* aforesaid, and into all and singular the Lands, Tenements, and Hereditaments thereunto belonging, lying, or being in the said County of *N.* or into such or so many parts or parcels thereof, in the name of the rest, as to my said Attorney shall be thought meet and convenient. And further, to expell and put out of the Possession of the said Premises, or of such parts thereof, as my said Attorney shall please, the said *J. W.* and *R. H.* or their Assigns, or Under-Tenants, and to hold the Possession thereof to my use, according to the purport, effect, intent, and true intent and meaning of the Proviso and Condition contained in the said Indenture of Lease, and what my said Attorney shall lawfully do in the Premisses, I do ratifie, and hereby allow and confirm, &c.

To receive the Profits of Lands extended.

TO All to whom these Presents shall come, I *A. B.* of &c. send greeting; Whereas *W. P.* Esq; now Sheriff of the County of *C.* by vertue of the King's Majesties Process, or Writ of *Extent* and *Liberate*, to him directed, hath charged and sworn one sufficient Jury or Inquest of 12 men within this County of *C.* who by vertue of their said Oath and Charge, have found that *C. B. G. H.* and *J. L.* Esquires, were severally seized and possessed of divers Mannors, Messuages, Lands, Tenements, Goods, and Chattels, within the said County of *C.* as by an Inquisition under the Seals of the said Jurors, bearing date &c. more plainly and at large it doth and may appear; which Mannors, Lands, and Tenements, Goods and Chattels, are to be delivered to me the said *A. B.* in Execution, until certain Debts due unto me from the said *C. B. G. H.* and *J. L.* shall be levyed and satisfied. Now know ye, That I the said *A. B.* have made, authorized, deputed, and assigned my Servant *T. M.* my true and lawful Attorney, for me, and in my name, and to my onely use and behoof, to take and receive Possession and Seisin of and in all and singular the said Mannors, Messuages, Goods and Chattels, specified and contained in the said Inquisition, at the Hands and Delivery of the said Sheriff or his Deputy, and every part and parcel thereof, and so many parts and parcels thereof, as to my said Attorney shall happen to be delivered to my use, according to the tenour, form, and effect of the said Writ, and the same Mannors, Messuages, Lands, Tenements, Goods, and Chattels, to use and dispose to my most profit and commodity, in as large, ample, and effectual manner, as I my self might or could do, being personally present, ratifying and confirming, &c.

To ſurrender Copy-hold Land.

KNow all men by theſe Preſents, That I *A. B.* of &c. Have made, ordained, conſtituted, and appointed, and by theſe Preſents, in my place and ſtead, have put my well-beloved *C. D.* and *E. F.* two Copy-hold, or Cuſtomary Tenants by Copy of Court-Roll, according to the Cuſtome of the Mannor of *G.* my true and lawful Attorneys, joyntly and ſeverally, to ſurrender for me, and in my name, into the hands of the Lord of the Mannor of *G.* aforeſaid, one Meſſuage, and 20 Acres of Land, be it more or leſs, commonly called or known by the name of *B.* to the uſe and behoof of *L. M.* his Heirs and Aſſigns for ever, according to the Cuſtome of the ſaid Mannor, to be holden by the Rents and Services of right due and accuſtomed, Ratifying and confirming, &c. In Witneſſe, &c.

Another of the ſame.

TO all Chriſtian People, to whom this Preſent ſhall come, *R. M.* of *P.* in the County of *C.* Eſq; ſendeth greeting: Know ye, That I the ſaid *R.* for and in part of performance of certain Covenants, Grants, Articles, and Agreements, ſpecified and expreſſed in certain Articles Indented, bearing date the 10th Day of *M.* in the 20th year of the Reign of *C.* late King of *England*, and made between the ſaid *R. M.* of the one part, and *T. S.* of *S.* in the ſaid County Eſq; of the other part; and for divers other good cauſes and conſiderations, me hereunto eſpecially moving, have made, ordained, conſtituted, and by theſe Preſents, in my place have put, my well-beloved Friends *G. H.* and *J. K.* my true and lawful Attorneys, for me, and in my name and place, joyntly and ſeverally, to ſurrender into the hands of the King, as Lord of the Mannor and Foreſt of *M.* in the ſaid County of *C.* by his Steward there, at the next Halmote or Court of the Mannor and Foreſt aforeſaid, or at any other Court or place within the Mannor and Foreſt aforeſaid, all and ſingular thoſe Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, Rents, Reverſions, Services, and Hereditaments whatſoever, with all and ſingular their Appurtenances, ſcituate, lying, and being within the Mannor and Foreſt of *M.* aforeſaid, now or late in the ſeveral joynt Occupations of *I. L. R. T.* &c. or any of them, to the intent and purpoſe, that the ſaid King having poſſeſſion and ſeiſin thereof, by his Steward of the Mannor and Foreſt aforeſaid, will give and grant the aforeſaid Meſſuages, Lands, Tenements, and other the Premiſſes, to *R. S.* and *T W.* to hold to them the ſaid *R. S.* and *T W.* their Heirs and Aſſigns for ever, according to the Cuſtome of the Mannor and Foreſt, by the Rents and Services hereafore due, and of right accuſtomed, Ratifying, &c. In witneſſe, &c.

To make Entry into Lands.

BE it known unto all men by these Presents, That we *H. D.* of *G.* in the County of *M.* Esq; and *M.* his Wife, and *A. S.* Sister of the said *M.* have authorized and appointed, and by these Presents do authorize and appoint *J. R.* and *J. T.* and either of them, joyntly and severally, for and in the name, and to the use of us the said *H. D.* and *M.* as in the Right of the said *M.* and for and in the name, and to the use of the said *A.* and of *M.* Son and Heir apparant of *P. M.* of *C.* in the County of *Y.* and for and in the name and names, and to the use, of all and every of us the said *H.* and *M.* and in the Right of the said *M.* and the said *A.* and *F.* to enter into all and every the Messuages, Mills, Lands, Tenements, and Hereditaments, scituate or being in *F. G.* and *H.* in the County of *N.* and in every or any of them, which at any time heretofore was or were the Inheritance, or did appertain or belong unto *F. S.* of *S.* Esq; late deceased, Father of the said *M.* and *A.* and Grand-Father of the said *F. M.* in whose severall, or other Tenures or Occupation soever the same, or any of them now are, or heretofore have been, and all and every the said Hereditaments, for and in the name and names, and in the Right of us the said *H. D. M. A.* and *F.* as aforesaid, to claim, challenge, and demand, as the proper and lawfull Inheritance of the said *H. M. A.* and *F. M.* And furthermore, for us the said *H. M. F.* and *A. S.* and for every of us aforesaid, in and upon all and every or any of the said Hereditaments, joyntly and severally, to claim and demand, in the name and names of us the said *H.* and *M.* as in the Right of the said *M.* and in the name and names of the said *A.* and of *F. M.* and of every of us, all and every such the Reversion and Reversions, Remainder and Remainders, of and in all and every or any of the said Hereditaments, which do or doth lawfully or rightfully unto us the said *M. A.* and *F.* or to any of us, and did heretofore appertain or belong to *R. S.* Esq; the late deceased Brother of the said *M.* and *A.* and Uncle to the said *F. M.* And lastly, joyntly or severally to do and make all and every such Entry and Entries, Claim and Claims, in or upon all and every or any the Premisses, for and in the names and right of us the said *H. M. A.* and *F. M.* and for the reducing, setling, or revesting unto us the said *H.* and *M.* as in the Right of the said *M.* and the said *A. S.* and *F. M.* and to every of us, all such Estate, Possession, Reversion, and Remainders, as to the said *M. A.* and *F. M.* did or doth lawfully appertain or belong of, or in the Premisses, as to the said *J. R.* and *J. T.* or to either of them, shall at any time or times seem expedient and convenient. In witnesse, &c.

Davenport.

To sue for Lands.

TO all to whom these Presents shall come, *A. B.* of *C.* &c. Gent. sends greeting, Know ye, That I the said *A. B.* have constituted and ordained, and by these presents in my place have put, my well-beloved friend *E. F.* of &c. my true and lawful Attorney, for me, and in my name and stead, to enter into one capital Messuage or Tenement, with the Appurtenances, commonly called *G.* scituate, lying, and being, in &c. and into every part and parcel thereof, and full and peaceable possession and seisin thereof, and therein, for me and in my name, to take, and after such possession and seisin, for me and in my name, so had and taken, then for me, and in my name, place and stead, to expell, remove, and put forth, the Tenants and Occupiers of the said Messuage or Tenement, with the Appurtenances, and every or any part thereof, and the same & every part therof to my use, to keep, occupy, and enjoy, and also giving, and by these presents granting, to my said Attorney, full power, and lawful authority, for me, and in my name, to commence, begin, sue, implead, and prosecute any Action or Actions, Suit or Suits, as well reall as personal whatsoever, in my Court or Courts, and before any Judge or Judges whatsoever, against the persons, Tenants, and Occupiers of the said Messuage or Tenement, and other the Premisses, and against all and every other person or persons whatsoever, of, for, and concerning the wrongful withholding, and detaining of the said Messuage and Tenement, and other the Premisses, or any part thereof: And the said Suit and Suits, for me, and in my name, to prosecute and follow, and in my Right and Title, of, in, and to the Premisses, before the said Judges, to proceed to tryal, and to do, appoint, and limit to be done, all other acts and things concerning the recovery of the Premisses, or any part thereof; and the said *A. B.* that he, his Executors, and every of them, shall and will from time to time, and at all times hereafter, avow and justifie all and every lawful action and actions, suit and suits whatsoever, to be commenced, pursued, and taken, in his or their name or names, for or concerning the said Messuage or Tenement, and other the Premisses, or any part or parcel thereof, in manner and form aforesaid, and that the said *A. B.* his Executors, Administrators, nor Assigns, nor any of them, shall at any time or times hereafter, release any Action or Actions, Suit or Suits, commenced or to be commenced as aforesaid, or to be non-suit, or suffer any discontinuance or *Retraxit* thereof to be made, without the assent and consent of the said *A. B.* his Executors or Administrators in any wise, taking, &c. In witnesse, &c.

Hicksh.

To receive Money.

BE it known unto all men by these presents, That *T. B.* of *H.* in the County of *L.* Gent. hath made, ordained, constituted, and deputed, and in his stead, place, and stead, hath put his beloved Friend *R. S.* of *P.* in the said County Gent. his true and lawful Attorney irrevocable, to ask, require, demand,

and

and receive, to and for his own use and behoof of *H. I.* of *N.* in the said County Yeo. the sum of 20 *l.* of currant money of *England*, and for non-payment thereof, to arrest, attach, sue, implead, and imprison him the said *H. I.* his Executors or Administrators, for the said summe, or any part thereof, and upon receipt and payment thereof, him the said *H. I.* his Executors or Administrators out of Prison, to deliver and release, and to make, seal, and deliver Acquittance, or Acquittances, or other sufficient discharge and Release, to and for the same. And the said *T. B.* doth also hereby authorize him the said *R. S.* to make, constitute, and depute one Attorney, or more under him, as in his discretion shall be thought needful, for the better doing, effecting, and accomplishing of the Premisses. And further, He the said *T. B.* doth hereby promise to ratifie, confirm, allow, and establish whatsoever his said Attorney, or his deputed Attorneys shall lawfully do, or cause to be done, in and about the Premisses, for the obtaining of the said Summe, as fully and absolutely as if he himself were personally present. And lastly, He the said *T. B.* doth hereby Covenant, promise, conclude, and agree, to and with the said *H. I.* his Executors or Administrators, that neither he, nor any other in his name, with his consent and privity heretofore hath made, nor that he, his Executors, or Administrators, hereafter shall make, any Release, Acquittance, or discharge of the said Debt, or of any part thereof, nor that he the said *T. B.* his Executors or Administrators, or any person or persons, shall or will make any *Retraxit*, or discontinuance of any Action, Suit, Plaint, Plea, Judgment, or Execution in any Court where the cause or matter shall be depending, but shall and will maintain, avow, and justifie all and every Action, Suit, Plaint, Plea, Judgment, and Execution, to be commenced, had, taken, or sued forth, by him the said *H. I.* or his Substitute Attorneys, for or concerning the same, In witness whereof, &c.

A very good Presidents of a general Letter of Attorney, drawn and penned by Councel, as well concerning the disposition of Lands, as Goods.

TO all true Christian People, to whom this present writing shall come, I *F. W.* of *L.* Esq. send greeting in our Lord God everlasting; Whereas it hath pleased the Kings Majesty to appoint me his Ambassador *Lieger* in *France* for a certain time: And whereas I think it needful in mine absence, to put some person in trust for mine affairs here in *England*. Therefore know ye, that I the said *F. W.* have made, constituted, ordained, authorized, appointed, and in my place by these presents, have put my well-beloved in Christ *W. D.* the elder, of *L.* Gent. my true, sufficient and lawful Attorney and Commissioner, as well to enter for me, and in my name, into all and singular my Mannors, Lordships, Messuages, Lands, Tenements, Woods, Underwoods, and all other my possessions and Hereditaments, with all and singular their Rights, Members and Appurtenances in the Counties of *L.* *S. S. K. M.* and *W.* and every of them, and elsewhere wheresoever within the Realm of *England*, and possession and seisin thereof, for me

and in my name, and to my use, to take. And also to view and survey, for me, and in my name, all the said Mannors, Lordships, Lands, Tenements, Woods, Under-woods, Possessions and Hereditaments, and other the Premises, with the Appurtenances, and every part and parcel thereof, as also to ask, gather, levie, recover and receive, for me and in my name, and to my use, of all and singular my Auditors, Bayliffs, receivers, Farmors or Tenants, and all other Occupiers whatsoever of the aforesaid Mannors, Messuages, Lands, Tenements, and other the Premises, or of any part thereof, all and singular Farms, Rents, and Services, Arrerages, Profits, and sums of money whatsoever, which are, or shall be to me in any wise due. And an accompt, or accompts of them, and of all other my Officers, Ministers, Servants, and other Accomptants whatsoever, of any of them, to require and take, for me and in my name, mine allowances of their accompts, to allow or disallow, as the case requireth, and as by my said Commissioner and Attorney, shall be thought meet and convenient, and all & several my Auditors, Bayliffs, Receivers, Officers, Ministers and Servants whatsoever, or any of them, upon any reasonable cause or causes, at the discretion of my said Attorney, to displace and put out of service and office, and to name, receive, and put other in their, and every or any of their place or places, to put out of service, and this as often as it shall be thought requisite to my said Attorney. And also the Farmors, Tenants, and Occupiers of all and singular my said Mannors, Lands, Tenements, and Hereditaments, and other the Premises, and every or any of them, for non-payment of their or any of their Farms, Rents, Revenews, Profits, and other things whatsoever, due to, or to be due for the same Mannors, Lordships, Lands, Tenements, Hereditaments, and other the Premisses, and every or any parcel thereof, by all, or any their Goods and Chattels, found in and upon the same Mannors, Lordships, Lands, Tenements, Hereditaments, and other the Premises, or in any, or upon any parcel thereof to distrain. And the distresses there so had or taken, lawfully to lead, drive, carry away and impound, and detain withhold, and keep the same, until the said Farms, Rents, Issues, Profits, and the Arrears thereof being behind, be fully satisfied and paid. And if need be, and the Law will it permit, all and singular the same Goods so distrained to sell, and put in sale, and the money thereof coming in the hands of my said Commissioner or Attorney, to retain, hold and keep, as the Law in that behalf shall permit. And the all and singular the same my Farmors, Tenants, and other occupiers of the premises, not well and truly paying their Farms and Rents, at the accustomed days and Feasts, or not well and truly observing, performing and fulfilling all the Covenants, Grants, Conditions, Customs and Charges, as they ought to do, observe, keep, perform and fulfill by vertue of their Leases, Grants, Customs, or upon any other reasonable cause or causes whatsoever, at the discretion of my said Commissioner, from their Farms and Tenures to expell and amove, if lawfully they may be, or deserve to be expelled or amoved. And the same Premisses, and every or any parcel thereof to other Farmors, Tenants and occupiers in my name to demise, grant, and to farm to my most profit & Commodity for term of 21 years or under, or for life or lives, by Copy or Copies of Court-roll, according

according to custom or manner where the same shall lye, or by Deed or [illegible] or otherwise in my name, and this as often, and when as need shall require, at the discretion of my said Attorney. And also for me, &c. and to my most [illegible] fit and Commodity, to sell, and put in sale all and singular my Woods, [illegible] Woods, and Trees whatsoever, or any part thereof growing or being, of, [illegible] upon the aforesaid Mannors, Lordships, Tenements, Lands, Hereditaments and other the Premisses, or parcel thereof, to any person or persons, as my said Attorney shall be thought meet and requisite. And also all and every Writing and Writings in this behalf requisite and necessary in my name, to make, seal, and deliver, and also to set, rate, receive, and take Fines and Incombs, of, and for the said Leases and Copies to be made as aforesaid. And also to assign, appoint, and allow unto the said Tenants, Lessees, Farmers and Occupiers, sufficient Timber-Trees, as often as need shall be, for the necessary reparations of all and singular their several Farmes, Houses and Tenements. And also, I do give and grant unto my said Commissioner and Attorney full power and authority, for me, and in my name, to commence and prosecute before any whatsoever Judge, Justice, or Justices of our Soveraign Lord the King, his Heirs or Successors, in any whatsoever Court or Courts, or other Place or Places whatsoever, Action or Actions, Pleas, Processes, and Suits, real, personal or mixt, and to appear for me, and in my name, in all such Actions and Suits as be, or shall be commenced, taken, or sued against me: And to proceed, answer, prosecute, and defend all and every of the same Action and Actions, Pleas, Processes and Suits, as well by me, as against me, moved or commenced, or to be moved or commenced, and to win or loose the same, as the case shall require. And also to ask, levy, recover and receive, for me, and in my name, and for my only use and behoof, not only all and singular such Debts, Sum or Sums of money, Fines, Amerciaments, Fees, Annuities and other Profits whatsoever, which by any means now be, or shall be due or payable unto me, by whatsoever person or persons, for whatsoever matter or cause. But also to receive of the King, our Soveraign Lord, his Heirs and Successors, during the time I shall be of out of this Realm, and the parts beyond the Seas, all the Diet money or moneys, for mine entertainment to be allowed to me, during my time of living beyond the Seas. And also to satisfie, pay and allow, for me, and in my name, all, and all manner of Sum and Sums of money, Annuities, Rents, Fees, Pensions, Wages, Reparations, and all other Charges and Duties whatsoever which I do owe, or ought to pay or allow by Law or Conscience to the Kings Majesty, either that now is, his Heirs or Successors, or to any other person or persons whatsoever.

And further, I do give and grant unto my said Commissioner and Attorney full Power, and lawful Authority, for me, and in my name, to keep, or cause to All, and all manner of Courts, Leets, and Law-dayes whatsoever, within the said Mannors, Lordships, Land, or other the Premisses, or any of them, according as they have been accustomed heretofore to be there holden and kept. And also from time to time, when, and as often as any Rectory, Church-Vicaridge, or Parsonage, or other spiritual promotion whatsoever, of any Patronage whereof I am or shall be seised, or which be, or shall be, of, or, in my gift or disposition,

Profician, shall by any means become, or be void, to name and present for me, and in my name, any able person or persons unto the same Rectories, Parsonages, Vicarages or Churches, or other Spiritual promotions, so being vacant, in such like, and in as large and ample manner and form as I my self might or should do, if I were then and there personally present. And also for me, and in my name, to take, buy, or compound for new Leases or Grants, as well of the Kings Majesty that now is, his Heirs and Successors, as of any other person or persons whatsoever. And to compound, give, or pay such Fine or Fines, Incomes, Sum or Sums of money for the same new Leases or Grants. And to sell any of my Lands, Tenements and Hereditaments, or Leases and Chattels, real and personal, or any part of them, as to my said Attorney shall be thought meet: And also for me, and in my name, to accept and take all and every Surrender and Surrenders, of, and whatsoever Lease or Leases, Demise or Grant, Demises or Grants, by me, or any my Ancestors heretofore made or granted. And upon the Surrender or Surrenders, to make, grant, or cause, &c. other Lease or Leases for me, and in my name, to any whatsoever person or persons, for term of 21 years, or under, or for life or lives, and for such yearly Rent and Rents, and for such Sum and Sums of money, Fines or Incomes, to be paid for the same, as to my said Attorney shall likewise be thought meet, to my most Commodity and Profit: And also for me, &c. to cancel and make void, upon good and reasonable causes and considerations, all, and every such of my Indentures, Bonds, and other Writings whatsoever, or any of them, as to my said Commission and Attorney shall be thought good. And also for me, and in my name, to make, seal, and deliver, as my sufficient Deed or Deeds in the Law, all and singular such Indentures, Bonds, Leases, Grants, Deeds, Releases, Acquittances, as well general as special, and other Writings whatsoever, as my said Commissioner and Attorney shall think requisite, touching and concerning the Premisses, or any of them, or otherwise. And further, my Attorney or Attorneys, in all and every of the causes or matters aforesaid, under him or me, to substitute, depute, make and appoint, and at the liberty and pleasure of the same my Commissioner or Attorney, the same to revoke; And finally for me, and in my name, to compound for, and follow, exercise, speed, execute, accomplish, and finish all and every Suits and Matters already resting in Controversy, or moved, or hereafter to be moved, between me only, or me and others; And any other Person or Persons, and all and every other Thing and Things, Act and Acts whatsoever, as well touching or concerning the Premisses, or any parcel thereof, as otherwise for me, and in my name, to do, and cause to be done, as fully and wholly as I might, should, or ought lawfully to do, if I were then and there personally present, holding firm and stable all and every Act and Acts, Thing and Things, that my said Attorney and Commissioner shall do, cause, or procure, or suffer to be done, for me, and in my name, touching about the Premisses, or any of them, by vertue of these presents. Provided always, That the Power Liberty, and Authority given to my said Commissioner and Attorney by these presents, shall indure untill my Departure out of this Realm into the parts beyond the Sea, and my Return again into this Realm, and no longer; anything aboveſaid to the contrary, &c. In witnesse,

A

A Letter of Attorney for a Wood-sale, with allowance for the Attorneys pains.

BE it known, &c. That I *J. L.* Kt. Lord *L.* do hereby appoint, and give Warrant and Authority to *F. M.* of *L.* Gent. to make Sale of all my Woods, Under-Woods, Hedgerowes, Shawes and Trees, of, or in the great Park of *N.* in the County of *S.* (except such of the same) as I have appointed, or hereafter, before the same Sale be fully compleat, shall appoint the said *F.* to leave them standing or growing. And the same, and every of them, to make, convert, imploy, use and dispose after his discretion, for my Profit and Commodity by all such wayes and means as he shall think convenient for me. And all and every the Sums of money to be due for the same, and every, or any part thereof, to receive and take up: And a true Accompt thereof, and of all his Imployment of the said Woods, or any part thereof, to make unto me, when he shall be reasonably called thereunto: And I do not only for me, mine Heirs and Executors, Covenant and Promise, to, and with the said *F.* and his Assigns as well to ratifie and allow, as well all his and their Bargains, Dealings, and Disposition of the said Woods, and other the Premisses, or any part thereof, and to suffer the same, and every of them, quietly to be had, taken and accomplished, to all Intents and Purposes. As also, that he the said *F.* and all other Persons that he shall appoint, shall and may, untill the said Woods, and other the Premisses be fully made, sold, removed, and carryed away out of the said Park, have free ingress, egress, and regress, into, and from the same Park, for the making, buying, selling, ordering, converting, disposing, removing, and carrying away of all and every of the same Woods, and other the Premisses, in manner and form, as by the said *F.* shall be thought meet and convenient. But also for me mine Heirs, Executors and Assigns, I do Grant, Promise, and Covenant, to, and with the said *F.* his Executors and Assigns, as well to save him and them harmless of all such Promisses and Bonds, as he the said *F.* shall make, or enter into, to any person or persons concerning the said Woods, and other the Premisses, or any part or parcel thereof, or for the accomplishment of any Bargain, Matter or Agreement, to be by him made, concluded, or taken in hand, touching the same, or any part thereof. As also to maintain and suffer this present warrant, and the authority given and limited thereby, to stand and continue in force and effect from henceforth in such sort, and untill that he the said *F.* only shall and may accomplish the said Wood-sale, and the making and ordering of the said Wood, and other the Premisses, and all things that he shall take upon him concerning the effecting or performance thereof, by reason or occasion of these presents, according to the intent or limitation of the same. And that in consideration of the pains and travell of the said *F.* to be taken about the said Woods, and other the Premisses, he shall have allowance and recompence at the hands of me the said *L.* and my assigns in form following. That is to say, a shilling upon every pound of all and every the Sums of money that shall or may be made or due for the said Woods, and

and other the Premiſſes, or any part thereof, over and beſides the Wages and Charges to be diſburſed to Work-men or Labourers, for, and about the making, ordering, or converting of the ſaid Woods, and other the Premiſſes, or any part thereof. And further, that in reſpect of the diſburſements made, and to be made by the ſaid *F.* for me the ſaid *L. L.* of his own proper money, I will make and give unto him ſome convenient recompence and allowance, upon his account aforeſaid, over and beyond the payment of all the Sums of money by him diſburſed, or to be diſburſed for me, or that I owe, or ſhall owe unto him by any means: All and every which Allowances, Recompences, and Payments aforeſaid, I grant and promiſe to allow, and rebate unto the ſaid *F.* in his own hands, out of ſuch Sums of money as he is or ſhall be accountable to me, for, by reaſon, or in reſpect of the ſaid Woods, and other the Premiſſes, or any part thereof, or by means or occaſion of theſe preſents, or any thing in them contained or ſpecified: In witneſſe, &c.

A Letter of Attorney, to receive the Profits of a Parſonage.

Be it, &c. That I *G. B.* Clark, Parſon of the Rectory and Pariſh-Church of St. *D. B.* in *L.* Street of *L.* have made, &c. *J. H.* Haber. and *W. M.* Scrin. Cit. of *L.* my true and lawful Attorneys, joyntly and ſeverally for me, and in my name, to aſk, levy, gather, recover and receive, all, and all manner of Tythes, Fruits, Profits, Oblations, Caſualties, Commodities, Emoluments, and Advantages whatſoever, of the ſaid Rectory, Church and Parſonage, or in any wiſe due, coming, renewing or growing, or which hereafter ſhall come, &c. from time to time, to me the ſaid *G.* by reaſon and means of the ſaid Rectory, Church, and Parſonage aforeſaid, or in the right of the ſame. And alſo all and ſingular the Church-Books, and other Books of the ſaid Church and Rectory, for me, and in my name, to view, peruſe and ſee, as often as need ſhall require. And my ſaid Attorneys, to pay and diſburſe out of the Receipts by them, or either of them, to be had by reaſon of theſe preſents, all and ſingular Sums of money, which I the ſaid *G.* am chargeable to diſburſe or pay, for, or by reaſon of the ſaid Rectory, Church and Parſonage: Giving, and by theſe preſents granting to my ſaid Attorneys, and to either of them, joyntly and ſeverally, full power and authority for me, and in my name, by all and ſingular wayes and remedies of the Law, to ſue and implead, and cauſe, &c. all and every perſon and perſons, whom it ſhall touch and concern, for the ſaid Tythes, Fruits, Profits, and other the Premiſſes, and every, or any of them, or any part or parcel of any of the ſame: And to recover in all and every the ſame Suit and Suits, and to ſue Executions, &c. And alſo to anſwer and defend in all and ſingular Actions and Suits, for me, with me, or againſt me, for, and concerning the Premiſſes, and every, or any of them, and in the ſame, or any of them, to win or loſe: And alſo to acquit, &c. one Attorney, &c. and all, &c. ratified, &c. In witneſſe,

For

For Collecting Debts.

KNow all men by these presents, That I *A. B.* Cit. and *G.* of *L.* have made, ordained, constituted, and by these presents do make, ordain and appoint, my trusty and wel-beloved Friends *C. D.* and *E. F.* of, &c. Yeoman, my true and lawful Attorneys, joyntly and severally, to ask, require, recover and receive, for me, and in my name, and to my use, all and singular Sums of money, Goods, Chattels, Debts, Duties, and Demands, whatsoever they be, of all person and persons in any wise due to me within this Realm of *E.* giving and granting to my said Attorneys, and to every of them, my full power and lawful authority, for non-payment of the said Sums of money, Debts, Demands and Duties, to Arrest, Sue and Implead, Imprison and Condemn all and every such person and persons as shall deny, or do not upon demand, pay or satisfie all such Sums of money, Debts and Duties as are in any wise due unto me; and upon Receipt of the said Sums of money, Goods and Debts, several and respective Acquittances, and other sufficient Discharge, for me, and in my name, to make, seal and deliver, and one Attorney or more under them, to make, and at their pleasure to revoke again: And further, to do all other things needful for recovery thereof, as I my self might do, ratifying and confirming whatsoever my said Attorneys, or either of them, shall lawfully do in my name concerning the Premisses, by these Presents: In witnesse whereof, &c.

To receive Writings, and seal a Counter-part of a Deed.

BE it known to all men by these presents, That I *A. B.* of, &c. have assigned, made, ordained, constituted, authorized, and in my place by these presents have assigned, made, ordained, constituted, and in my place put, my wel-beloved Friend *C. D.* of, &c. my true certain, and lawful Attorney and Deputy in this behalf; That is to say, for me, and in my name, and to my use, to receive of *E. F.* of, &c. one Indenture to be made, sealed, and delivered by the said *E. F.* and for the recovery of the sum 100 l. to the said *E. F.* by *G. H.* of, &c. Gent. and also in my name, and to my use as aforesaid, to take and receive of the same *E. F.* an Obligation, wherein the said *E. F.* shall stand bound to me in the penal sum of 50 l. for the performance of the Covenants, Grants, Articles and Agreements, which on his part are to be performed by force of the said Indenture: And also for me, and in my name, to seal, subscribe, and deliver, as my Act and Deed, the Counterpart of the said Indenture, to me the said *A. B.* to be made as aforesaid, giving, and by these presents granting to my said Attorney my full power and authority, all, and every thing and things requisite, necessary, and lawful in and about the Premisses, to do and execute, for me, and in my name, as well as I my self might or could do, if I were personally present, ratifying and confirming whatsoever my said Attorney shall lawfully do, or cause to be done, in or about the Premisses, to my use, &c.

To

To take Poſſeſſion of Lands upon a Liberate.

BE it known unto all men by theſe preſents, That I *A. B.* of, &c. Gent. have made, ordained, conſtituted, and in my ſtead and place by theſe preſents do make, ordain, conſtitute, and in my place put my well-beloved Friends *C. D.* and *E. F.* of *E.* in the County of *D.* Gent. my true and lawful Attorneys, jointly and ſeverally, for me and in my name, and to my only uſe and behoof, to enter in and upon all ſuch Mannors, Meſſuages, Lands, Tenements, and Hereditaments of Sir *E. M.* Kr. within the ſaid County of *D.* as were lately extended at the Suit of me the ſaid *A. B.* and to me aſſigned by *R. H.* Sheriff of the ſaid County of *D.* and full and peaceable Poſſeſſion and Seiſin thereof, and every part and parcel thereof, by force and vertue of a Writ of *Liberate* in that behalf to me granted, and for me and to my uſe to hold, detain, and keep, and to put and place in poſſeſſion thereof, to my uſe, ſuch perſon and perſons, as to them or either of them ſhall ſeem meet, giving and granting to my ſaid Attorneys, jointly and ſeverally, my full power and lawful authority, for me and in my name, to do all and every ſuch other act, thing, or things whatſoever, in and about the Premiſſes, as to them ſhall ſeem neceſſary and meet, as fully and effectually as if I my ſelf were preſent. In Witneſſe, &c.

A Letter of Attorney to ſurrender Copyhold Lands.

BE it known unto all men by theſe preſents, That I *A. B.* &c. have made, ordained, conſtituted, and appointed, and by theſe preſents do make, ordain, conſtitute, and appoint, my truſty and welbeloved Friends *C. D. E. F.* &c. my lawful Attorneys and Attorney, for me and in my name, by all lawful means and meanes jointly and ſeverally to ſurrender, according to the cuſtom of the Mannor of *R.* in the County of *S.* All ſuch Copy-hold Lands as I have within the Parish of *S* parcel of the cuſtomary Lands of the ſaid Mannor, and all my Eſtate, Right, Title, Intereſt, Claim, Poſſeſſion, and Demand thereof and thereout, and in and to every part and parcel thereof, to the uſe and behoof of *R. B.* his Heirs and Aſſigns for ever. And further giving and granting by theſe preſents, that they, or any 3. 2. or one of them, ſhall and may do any other lawful act and acts whatſoever, concerning the Premiſſes, for the better effecting thereof, as fully and amply, to all intents and purpoſes, as I my ſelf in perſon might do, ratifying and allowing the ſame by theſe preſents. In Witneſſe, &c.

A Letter of Attorney, *to deliver Poſſeſſion and Seiſin.*

TO all Chriſtian People, to whom this preſent Writing ſhall come, *I. S.* of *W.* in the County of *H.* ſendeth greeting. Know ye, That whereas certain Indentures are made betwixt *M. S. J. S.* and *J. C.* and

E. his wife, of the one part; and *K. B.* of the other part, mentioning or purporting a Bargain and Sale from them the said *M. S. J. S.* and *J. C.* and *E.* his wife, to the said *K. B.* of a Messuage or Tenement called *W.* and divers Lands, Tenements, and Hereditaments to the same belonging in the said Indentures mentioned, as by the said Indentures, due reference being thereunto had, doth and may appear. Now the said *K. B.* hath constituted, ordained, and appointed, and by these presents doth constitute, ordain, and appoint *R. H.* his true and lawful Attorney for him, and in his name quiet and peaceable Livery of Seisin and Possession of the said Messuage, Lands and Tenements, with their Appurtenances, or any piece or parcel thereof, in the name of the whole, to give and to grant unto the said *K. B.* or her lawful Attorney or Attorneys in that behalf, Authorized according to the true intent, purport and meaning of the said recited Indentures. In witness, &c.

A Letter of Attorney *to receive Possession.*

TO all Christian people, to whom this present Writing shall come, *K. B.* of *N.* in the County of *H.* Widdow, sendeth Greeting, Know ye, That whereas certain Indentures are made betwixt *M. S. J. S.* and *J. C.* and *E.* his wife of the one part; and the said *K. B.* of the other part, mentioning or purporting a Bargain and Sale from them the said *M. S. J. S.* and *J. C.* and *E.* his wife, to the said *K. B.* of a Messuage or Tenement called *W.* and divers Lands, Tenements, and Hereditaments unto the same belonging, in the said Indentures mentioned, as by the said Indentures, due reference thereunto being had, it doth and may more at large appear. Now the said *K. B.* hath constituted, ordained, and appointed, and by these presents doth constitute, ordain, and appoint *F. F.* her true and lawful Attorney for her, and in her name, quiet and peaceable Livery of Seisin, and Possession of the said Messuage, Lands, and Tenements, with their Appurtenances, or any part or parcel thereof, in the name of the whole, to receive and take, of and from the said *M. S. J. S. J. C.* and *E.* his wife, or their lawful Attorney or Attorneys in that behalf authorized, according to the true intent, purport, and meaning of the said recited Indentures. In Witness, &c.

Letters

Letters of Licence.

A Letter of Licence upon Condition.

TO all Christian People, to whom this present Writing or Letter of Licence shall come, We whose Names are here under-written and subscribed, Creditors of *F. A.* of &c. send Greeting, &c. Whereas the said *F. A.* is indebted unto us the several Creditors here under-named, in divers Sums of Money, which by reason of great Losses and Hinderances happened unto him, he is not able to satisfie unto us without Respit and time to him to be given: Know ye therefore, That we the said several Creditors by vertue of these our present Letters, do give and grant unto the said *F. A.* our sure and safe Conduct and free Licence, that he the said *F. A.* with all his Goods, Chattels, and all other things of his, in, by, and through all manner of Cities, Towns, Villages, and Countries, and other places within this Realm of *England*, or elsewhere, may lawfully go and come, sojourn, dwell, passe and repasse and abide for the better-ring and encreasing of his Estate, and occupying without hurt, Vexation, Trouble, Arresting, Imprisoning, Impleading of the said *F. A.* in his body, and without any Stay and Attachment to be made of his Goods, Wares, Moneys or other Merchandizes whatsoever, or of any of them, or of any part thereof by us or any of us, or by the Heirs, Executors, Administrators, Partners or Assigns of us or any of us, or by our or any of our means or procurement, to be sought, attempted or procured to be done, from the day of the date hereof, unto the full end and term of 7. years next coming after the date hereof. And we the said Creditors here under subscribed, do covenant, will and grant, and every one of us for his own part, his Executors and Administrators, willeth and granteth by these Presents, That if any Hurt, Trouble, Vexation, Wrong, Damage, or Hinderance be done unto the said *F. A.* either in his Body, Goods, or Chattels, contrary to the true meaning hereof, by us or any of us our Heirs, Executors, Administrators, Partners or Assigns, within the said Term of 7. years, That then he the said *F. A.* by vertue hereof shall be discharged and acquited for evermore towards and against him and them of us, his, and their Heirs, Executors, Administrators Partners or Assigns, and every of them, by whom or by whose means, he shall be so vexed, arrested, troubled, imprisoned, attached, grieved, or damnified of all manner of Actions, Suits, Quarrels, Debts, Duties and Demands whatsoever from the beginning of the World, until the day of the Date hereof. So alwayes and under this Condition, That if the said *F. A.* his Executors, Administrators, or Assigns, do not well and truly content and pay unto us the said Creditor hereunto subscribed, or Executors,

Adminiſtrators or Aſſigns, the Sums of money to us by him owing, in manner and form, &c. That is to ſay, on the 10th day of &c. one juſt 4th part of our ſaid Debts between us equally to be divided according to the proportions of our ſeverall Debts to us by him owing: And on the 10th day of &c. That then and from thenceforth theſe our preſent Letters of Licence and Priviledg ſhall be utterly void and of none effect towards him and them of us to whom ſuch default of payment ſhall happen to be made; Any thing above written to the contrary notwithſtanding. In Witneſſe, &c.

Letters of Subſtitution.

A Letter of Subſtitution.

TO all, to whom theſe preſents ſhall come, I *E. F.* of *G.* in the County of *H.* ſendeth Greeting. Whereas *R. H.* of &c. Gent. by his certain Letter of Attorney bearing date, &c. hath made, ordained, conſtituted, and in his place put, me the ſaid *E. F.* his true and lawful Attorney irrevocable, to aſk, levy, recover, and receive, in the name of the ſaid *R. H.* to the proper uſe and behoof of me the ſaid *E. F.* from *A. R.* of &c. the Sum of 20 l. due unto him the ſaid *R. H.* by virtue of an Obligation wherein the ſaid *A.* ſtanding bound to the ſaid *R.* as by the ſaid Obligation dated &c. more fully may appear. And the ſaid *R. H.* by his ſaid Letter of Attorney, gave and granted to me the ſaid *E. F.* his full and whole power, for the Execution of the Premiſſes, and for and in default of payment of the ſaid Sum of 20 l. or any part thereof, the ſaid *A. R.* his Executors or Adminiſtrators, in his name to arreſt and impriſon, and upon payment thereof, him out of priſon again to deliver, and Acquittance or Acquittances, Releaſe or other lawful diſcharge, in the name of the ſaid *R. H.* to make, ſeal, and deliver, and to ſubſtitute under me one Attorney or more for the better effecting of the Premiſſes, and the ſame at my Will and pleaſure to call again and revoke, as by the ſaid Letter of Attorney, relation thereto being had, more at large it doth and may appear. Now know ye, That I the ſaid *E. F.* by force and authority of the ſaid Letter of Attorney to me made, have ordained, ſubſtituted, and in my place put my welbeloved friend *C. D.* of *E.* &c. my true and lawful Deputy and Attorney, as well to aſk, levy, recover, and receive, in the name of the ſaid *R. H.* or in the name of me the ſaid *E. F.* to the uſe and behoof of my ſaid Attorney and his Aſſigns, the ſaid Sum of 20 l. as alſo for default of payment thereof, or any part thereof, the ſaid *A. R.* his Executors, Adminiſtrators, or any of them, to arreſt, implead, and impriſon, and Pleas and proſecutions againſt him or them to maintain in any Court or Courts whatſoever; and upon receipt thereof, in the name of the ſaid

R. H.

R. H. or me the said *E. F.* to make, seal, and deliver. And further to do, or cause to be done, any other lawful act, in or about the Premisses, as I the said *F.* by virtue of the said recited Letter of Attorney, may or might have done therein, without any account thereof or in any part thereof to be rendred to me, my Executors, &c. Ratifying, confirming, and allowing, &c. In Witnesse, &c.

A Letter of Substitution.

TO all men, to whom these presents shall come, *W. D.* the elder of *L.* Gent. sendeth Greeting in our Lord God everlasting. Where when it pleased the Queens Highness, to appoint *F. W.* of *L.* Esq; her Ambassador *Leiger* in *France*, then the said *F.* thinking it meet in his absence to leave some person in stead for his affairs here in *England*, did thereupon, by his Writing under his Seal, bearing date 23. *N. An.* 13 *R. Eliz.* make, constitute, authorize, and put in his place, me the said *W. D.* his true, sufficient, and lawful Attorney and Commissioner-general, either by my self, or by my lawful Substitute or Substitutes, as he should seem most convenient, to execute, do, and finish, and cause, &c. all and singular his affairs and businesses during his absence, and untill his return again into the Realm of *E.* as in my said Commission at large is contained and expressed. Now know ye, That I the said *W.* by warrant and authority of the same Commission, have named, ordained, appointed, and substituted in my place, touching the matter only in these presents expressed; *A. B.* and *C. D.* &c. my true, lawful, and sufficient Deputies and Substitutes, for and in the name of the said *F. W.* and to his use, to demand &c. *Ici mettez ce qu'est desire par le Substitutes*, for me, to the doing and executing of all and singular the premisses, I the said *W. D.* by warrant of my said Commission, do give and grant unto the said *A. B.* and *C. D.* full power and authority, and also like power and authority to do all acts and things, to be needful to be done, in or about the premisses, or any of them: And to make several Acquittances if need be, for the receipt of every receipt of the Premisses, to be received by the said *A. B.* and *C. D.* by virtue of these presents, in as ample manner and form, as I the said *W. D.* might do my self, ratifying and allowing all and whatsoever that my said Substitutes, for or in the name of the said *F. W.* shall do or cause to be done in the Premisses, or any of them by these presents. Provided always, That it shall be lawful to me the said *W. D.* to revoke and annihilate these presents, and the power and authority thereby granted at my will and pleasure: And that upon the time of such Revocation thereof to be made, these presents shall be clean void and of none effect, any thing above mentioned, to the contrary notwithstanding. In Witnesse, &c. *An.* 14 *Eliz.*

MORTGAGES.

A Mortgage of one Piece of Land to make assurance of another Piece of Land by a day, and a Covenant, that if the Land mortgaged be redeemed, and after sold, the Vendee shall have the preference to buy it before another.

THis Indenture, &c. between *E. P.* of *E.* in the County of *L.* Gent. and *H. P.* Son and Heir apparent of the said *E. P.* on the one part, and *R. L.* of *T.* in the County of &c. Gent. on the other part, Witnesseth, That the said *E.* and *H.* for and in consideration of the Sum of 1000*l.* of &c. whereof &c. Have bargained and sold, given and granted, and by these presents do bargain &c. to the said *R.* and to his Heirs and Assigns for ever, all that the Mannor of *S.* with the Appurtenances in *M.* in the County of *L.* or elsewhere within the same County of *L.* and all other Messuages, Toftes, Mills, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Under-woods, Rents, Reversions, Services, Courts-Leets, View of Frankpledg, Waifes, Strays, Heriots, Relief, Escheats, Profits of Courts and Leets, and all other Commodities, Advantages and Hereditaments whatsoever, with their Appurtenances to the said Mannor belonging, or in any wise appertaining, or which at any time heretofore have been reputed, accepted, taken, demised, occupied, or enjoyed, as part, parcel, or member of the said Mannor: And all that Close or Parcel called &c. And also all other the Lands, Tenements, and Hereditaments, Rents, Reversions, and Services, within the Parish of *M.* aforesaid, which late were the Inheritance and Possession of one *E. H.* Esquire: And all other the Lands, Tenements, and Hereditaments, which the said *E. P.* and *H. P.* or either of them, now hath, or at any time had in *S.* aforesaid, in the said County of *L.* together with all and singular the Evidences &c. as many of which said Evidences as be in the Hands or Custody, &c. and also true Copies of all other Evidences touching the above bargained Premisses, or any part thereof, joyntly with other Lands and Tenements; the said *E.* and *H.* for them, their Heirs, and Executors, do covenant to deliver, or cause &c. to the said *R.* his &c. on this side the Feast of *Easter* next coming: To have and to hold, all the said Mannor of *S.* with the Appurtenances, and the said Close of Pasture called &c. and all and singular other the Premisses, with their Appurtenances, to the said *R.* his Heirs and Assigns for ever, to the only use, &c.

that the said *E.* and *H.* and either of them, for themselves, their Heirs, Executors, Administrators, and Assigns, and every of them, do covenant and grant, to and with the said *R. L.* his &c. in manner &c. That is to say, That the said *E.* and *H.* so far as is not let by such former Conveyance, as the said *E.* hath heretofore made to the said *R.* now are, or one of them now is, lawfully seized of the said Mannor, Lands, Tenements, &c. above by these Presents bargained and sold, of a good, perfect, absolute, and pure Estate in Fee-simple, without any condition or limitation of use or uses: And of such Estate have, or one of them hath, good and lawful Right and Authority, to bargain, sell, and assure all and singular the Premisses, above bargained and sold to the said *R.* his Heirs and Assigns, for the onely use of the said *R.* and of his Heirs and Assigns for ever. And that the same Premisses now are, and for ever hereafter shall stand and continue to the said *R.* his Heirs and Assigns, clearly discharged, or otherwise from time to time, and at all times, saved harmless by the said *E.* and *H.* their Heirs, Executors, and Assigns, of and from all and singular former Bargains &c. except such Leases for term or terms of years &c. upon which Leases the accustomed Rents or Services, or more been reserved, and shall be yearly payable to the said *R.* &c. during the same Leases: And except also such Bargains and Incumbrances, as the said *E.* hath heretofore made of the Premisses, or of any part thereof, to the said *R.* and except moreover the Rents, Customs, and Services hereafter to grow due, to be paid and done to the chief Lord or Lords, of the Fee or Fees of the Premisses, in respect of their Seigniories onely. And also, the said *E.* and *H.* do covenant &c. that the said Mannor, and other the above-bargained Premisses, now are, and from henceforth shall or lawfully may be and continue to the said *R.* his Heirs and Assigns, of the clear yearly value of 100 *l.* of &c. above all Charges and Reprises. And that he the said *R.* his Heirs and Assigns, shall or lawfully may have, hold, occupy, possess, and enjoy, all and singular the above-bargained Premisses, according to the true intent and meaning of these Presents. And lawfully have, take, perceive, and receive, all the Rents, Issues, and Profits thereof, from time to time, to their own use for ever, without any lawful Challenge, Suit, Molestation, Recovery, or Expulsion, by any person or persons. And that the said *E.* and *K.* now wife of the said *E.* and all having any Estate of Free-hold or Inheritance, of or in the said Mannor, and other the Premisses, above bargained and sold, at the reasonable Request, and at the Costs and Charges in the Law of the said *R.* his Heirs, Executors, or Assigns, shall and will do, make, knowledge, suffer, and execute, and cause &c. all and every such Act and Acts, Thing and Things in the Law, for the further Assurance, and sure-making of all and singular &c. to be had and made sure to the said *R.* his Heirs and Assigns, to their own use for ever; as by the same *R.* his Heirs or Assigns, or his or their Councel learned in the Laws of this Realm, from time to time, and at all times, during 7 years, next after the date of these Presents, shall be lawfully and reasonably devised or advised and required: be it by Fine, Feoffment, Deed or Deeds enrolled, Enrollments of these Presents, release with Warranty against all men, Recovery or Recoveries, with Voucher or Vouchers, or otherwise in any other lawful and reasonable manner whatsoever, according to the true in-

Condition.

tent and meaning of these Presents: Provided always, and the said [illegible] for himself, his Heirs, and Assigns, and for every of them, doth covenant, grant, and agree, to and with the said *E.* and *H.* their Heirs and Assigns, and the Heirs and Assigns of every of them, by these Presents, That if the said *E.* or either of them now be, or if on this side the 24 day of *M.* which shall be &c. the said *E.* and *H.* or either of them, shall be and stand lawfully and absolutely seized in their Demesne as of Fee, of a good, perfect, lawful, and rightful Estate in the Law, by good and just Title, to the proper and onely use and behoof of the said *E.* and *H.* their Heirs or Assigns, or of one of them, their Heirs and Assigns, absolutely without any condition of Redemption or Mortgage, as well of and in one Close of Meadow Ground called &c. containing by estimation &c. late in the Occupation &c. in the Parish of *M.* aforesaid, lying &c. And also of and in that Close &c. And if then the said Close of Meadow, containing &c. and the said Close &c. and every part and parcel thereof, be, and stand, and from thenceforth for ever shall be, and stand clearly acquitted and discharged, or else at all times, from time to time for ever hereafter harmless by the said *E.* and *H.* their Heirs, Executors, and Assigns, of and from all and singular other former Bargains &c. and of and from all and all manner of other former Estates, Titles, Charges, and Incumbrances whatsoever, (the Rents, Customs, and Services thereafter to be due to the chief Lords of the Fee or Fees thereof, in respect of their Seigniories, onely excepted): And then if the same *E.* and *H.* and their Heirs and Assigns, or either of them, his Heirs or Assigns, so being seised of the said Close of Meadow, &c. and of the said Close &c. do at any time on this side the said 24 day of *M.* &c. at the costs and charges in the Law of the said *E.* and *H.* or of one of them, or of the Heirs or Assigns of one of them, well and sufficiently, by good, lawful, sure, and perfect Assurance in the Law, convey and assure in possession the said Close &c. and the said Close &c. unto the said *R.* his Heirs and Assigns in Fee-simple, to and for the proper and onely use and behoof of the said *R.* his Heirs and Assigns for ever: That then immediately, from and after the said Conveyance and Assurance made by the said *E.* and *H.* or either of them, or the Heirs or Assigns of either of them, to the said *R.* his Heirs and Assigns, in form aforesaid, of the said Close &c. so discharged and saved harmless, as is aforesaid; The Bargain and Sale of all and singular the Premisses above made by these presents Indentures, and every thing therein comprised touching the Premisses, so above in and by these presents bargained and sold, and all and every other Conveyances, Bonds, and Assurances thereupon made, shall be utterly void and frustrate. And also that then and from thenceforth, the said *R.* his Heirs and Assigns, and every of them, shall stand and be seised of the said Manor of *S.* with the Appurtenances, and of all and singular the Premisses, above by these presents bargained and sold, to the onely and proper use and behoof of the said *E. P.* his Heirs and Assigns for ever. And whereas heretofore by one pair of Indentures, dated &c. made between the said *R.* on the one part, and the said *E.* on the other part; There are divers Covenants, Grants, and Agreements made between them touching the Premisses. The said *E. P.* and *H. P.* for their part, and the said *R. L.* for his part, and every of the same parties for himself, his Heirs

Executors, Adminiſtrators, and Aſſigns, do covenant, grant, and agree, and with the other of them by theſe preſents, that the ſaid Covenants, Grants, and Agreements, contained in the ſaid former Indentures, on either part to be done or performed towards the other, except that which concerns the payment of 2500 *l.* by the ſaid *E.* his Heirs, Executors, or Aſſigns, to the ſaid *R.* his &c. to be paid: And except all Uſes, and all Covenants and Agreements there made for any uſe or uſes, to be raiſed in any Lands or Tenements, by reaſon of payment of the ſaid 2500 *l.* ſhall be and ſtand in their full force and ſtrength, truly to be kept and performed, as if theſe Preſents, or any other Aſſurance to be made, by virtue thereof had not, or ſhould not have been had or made, any thing in theſe Preſents contained, to the contrary notwithſtanding. And the ſaid *E. P.* covenanteth with the ſaid *R.* his &c. That if hereafter the Inheritance of the Premiſſes, by theſe Preſents above bargained, at any time during the lives of the ſaid *E.* and *R.* ſhall return to the ſaid *E.* and *H.* or to either of them; that then, and at any time, whilſt the ſaid *E.* and *R.* ſhall be living, the ſaid *E.* and *H.* or either of them, ſhall not bargain, ſell, or otherwiſe put away the ſaid Premiſſes above by theſe Preſents bargained, or any part thereof, or the Mannor of *E.* with the Appurtenances, or any part thereof, of any Eſtate of Inheritance, or make, or grant any Rent-charge out of the ſame, or any part thereof, above the yearly value of 10 *l.* to any perſon or perſons, unleſs the ſaid *E.* and *H.* do firſt tender thereof to the ſaid *R.* and then will grant and aſſure the ſame to the ſaid *R.* and his Heirs for ever, as good cheap, and as low price, as they will ſell or grant the ſame, at any time, to any other perſon or perſons uprightly and ſimply, without any fraud or covin, ſo as the ſaid *R.* may then have the ſame for ſuch price as aforeſaid, if he will then ſo take and accept it. In witneſſe, &c.

A very good Mortgage of a Grand Leaſe, and of the Rent of an under Leaſe thereout made, with Covenants to transfer the benefit of a Bond and Covenants, and a Covenant, that the Mortgagor ſhall deliver the Poſſeſſion of the Premiſſes Mortgaged, if he fail in payment.

This Indenture, &c. Between *E. N.* of *L.* Clo. on the one part, and *R. B.* of *L.* Mer. on the other part, Witneſſeth, That whereas *A. M.* of *L.* Eſq; Son and Heir of Sir *R. M.* Kt. late Cit. and Ald. of *L.* deceaſed, by his Indenture of Leaſe, dated &c. did demiſe, grant, and to Farm-let unto the ſaid *E. N.* all that Meſſuage or Tenement, called &c. and all Ware-houſes, Shops &c. ſcituate &c. except &c. To have and to hold &c. yielding and paying &c. as by the ſaid former Indenture &c. And where the ſaid *E. N.* hereof by his Indenture, bearing date &c. Hath demiſed and letten to Farm to *J. W.* &c. one little Shop, parcel of the ſaid Meſſuage &c. To have and to hold the ſaid little Shop to the ſaid *J. W.* from the Feaſt &c. untill the end and term of &c. yielding &c. to the ſaid *E. N.* &c. 6 *l.* &c. as by the ſaid laſt recited Indenture of Leaſe more plainly &c. Now the ſaid *E.* for and in conſideration

ſideration of the Sum of 226 *l.* 13 *s.* 4 *d.* of &c. whereof &c. and therefore &c. hath given, granted, &c. to the ſaid *R.* all the ſaid Meſſuage, Tenement, with the Appurtenances, and all and ſingular other the Premiſſes with their Appurtenances, demiſed to the ſaid *E. N.* as aboveſaid, and the Reverſion and Reverſions thereof, and all the ſaid yearly Rent reſerved upon the ſaid Leaſe made to the ſaid *J. W.* as aboveſaid: And alſo the ſaid original Indenture of Leaſe made to the ſaid *E. N.* and the counterpart of the ſaid Leaſe which the ſaid *E.* made to the ſaid *J. W.* and one Obligation of 300 *l.* wherein the ſaid *A. M.* ſtandeth bound to the ſaid *E.* for the performance of the Covenants of the ſaid Original Leaſe, on the part of the ſaid *A.* his Heirs and Aſſigns to be performed, and all the Eſtate &c. To have and to hold the ſaid Meſſuage, and other the Premiſſes, with the Appurtenances, by theſe Preſents bargained and granted: And all the Eſtate &c. of the ſaid *E.* of, in, and to the ſame, to the ſaid *R. B.* his Executors, Adminiſtrators, and Aſſigns, for, by, and during all the reſidue of the ſaid term of 30 years now to come and unexpired. And the ſaid *E. N.* covenanteth &c. in form &c. That he the ſaid *E.* now is the true and ſole Owner and Proprietor of the ſaid Original Indenture of Leaſe, and of all the Premiſſes thereby demiſed, for all the reſidue of the ſaid term of 30 years yet to come, except onely ſuch Intereſt as the ſaid *J. W.* hath in the ſaid little Shop, by virtue of the ſaid Leaſe to him thereof made as aforeſaid; And that he the ſaid *E.* now hath lawful Right and Authority, to give, grant, bargain, and ſell the ſaid Premiſſes above bargained, and every part thereof to the ſaid *R. B.* and his Aſſigns, according to the tenour and purport of theſe Preſents, and that the ſaid Meſſuage or Tenement, and all other the above bargained Premiſſes, with their Appurtenances now are, and during all the reſidue of the ſaid term of 30 years now to come, ſhall be, ſtand, abide, and continue clear and free, diſcharged, and acquitted, or otherwiſe by the ſaid *E.* his Executors, or Adminiſtrators, ſufficiently ſaved harmleſs, of and from all and ſingular former Bargains &c. had, made, done, knowledged, procured, or ſuffered, by the ſaid *E.* or his Aſſigns, or by his or their means, knowledge, conſent, or procurement, the yearly Covenants and Agreements, expreſſed in the ſaid Original Indenture of Leaſe, hereafter for the part of the ſaid *E.* and his Aſſigns, to be paid and performed. And the ſaid Leaſe made to the ſaid *J. W.* whereupon the yeatly Rent of 6 *l.* aforeſaid is reſerved, and from henceforth during the ſame Leaſe ſhall or may be yearly payable to the ſaid *R.* and his Aſſigns, onely except. And further, That by the ſaid Original Indenture, there is a good, perfect, ſure, and lawful Leaſe, of all and ſingular the ſaid Meſſuage and other the Premiſſes therewith demiſed, as aforeſaid (except onely therein excepted,) which ſhall have, or lawfully may have, endurance and continuance in the ſaid *R.* and his Aſſigns, by and during all the reſidue of the ſaid term of &c. now to come: And that as occaſion ſhall be given, from time to time, the ſaid *R.* his Executors, Adminiſtrators, and Aſſigns, at their own coſts and charges, in the name and names of the ſaid *E.* his Executors, and Adminiſtrators, ſhall and may have and proſecute, all and ſingular ſuch Actions, Suits, Recoveries, Advantages, and Executions, againſt the ſaid *A. M.* his Heirs, Executors, Adminiſtrators, and every of them, of and upon the Covenants and

and Agreements contained in the said Original Indenture, and the Obligations aforesaid, and upon every or any of them, as by course of the Laws of this Realm may be had: And all Advantages and Profits thereof, shall and may have, retain, keep, and enjoy, to the onely use of the said *R.* his Executors and Assigns, without any Account making thereof, or of any part thereof, and without any let, denial, hinderance, or impeachment of the said *E.* his Executors or Administrators; And that he the said *E. N.* his Executors and Administrators, upon every reasonable Request, and at the costs and charges of the said *R. B.* his Executors or Assigns, shall and will vouch, maintain, and justifie, all and singular the said Actions, Suits, Recoveries, and Executions, and shall not willingly do or knowledge, or cause to be done or knowledged, any thing to prejudice or hinderance of the said *R. B.* his Executors or Administrators, in or touching the said Suits, Actions, Recoveries, and Executions, or in or touching any of them. Provided always, That if the said *E. N.* his &c. do pay &c. to the said &c. at the now Mansion-house &c. the Sum &c. in manner and form following; That is to say, 17*l.* 15*s.* 4*d.* thereof, on the 22. of *A.* &c. and 108*l.* 18*s.* residue and in full payment of the said Sum of &c. on the 22 of *A.* which shall be &c. that then and from thenceforth, these presents and the Gift, Grant, Bargain, and Sale aforesaid, of all and singular the Premisses, shall be clearly and utterly void and frustrate, as though the same had never been had or made. And the said *R. B.* covenanteth &c. in form &c. viz. That when as the said *E. N.* his Executors, Administrators, or Assigns, shall have paid, or cause to be paid, the said Sum of 226*l.* 13*s.* 4*d.* and every part thereof, to the said *R.* his &c. in form aforesaid, or otherwise bound; that then, and at all times after, upon reasonable Request, the said *R.* his Executors, or Administrators, shall re-deliver, or cause &c. to the said *E. N.* his &c. the said Original Indenture of Lease, and the said Obligation, and the Counterpart of the said Lease, made to the said *J.* whole, safe, and uncancelled; And then shall agree and consent, that that part of these Presents, under the Seal of the said *E. N.* together with the other part thereof, under the Seal of the said *R.* shall be cancelled, without any delay, fraud, or covin: And also, That the said *R. B.* his Executors, Administrators, and Assigns, shall and will permit and suffer the said *E.* his Executors, and Administrators, quietly to have, hold, and occupy the Premisses, and to take, have, and keep the said yearly Rent, reserved upon the said Lease, made to the said *J.* from henceforth, untill the said 22 of *A.* &c. without any let, trouble, or molestation of the said *R.* his Executors, Administrators, or Assigns, so as the said *E.* his Executors or Assigns, do in the mean time, as well satisfie and pay the Rent, and keep the Covenants of the said Original Indenture of Lease, which by virtue thereof shall be due to be paid and done, as also do in form aforesaid satisfie and pay to the said *R.* his certain Attorney, Executors, or Administrators, so much of the said Sum of 226*l.* 13*s.* 4*d.* as by the true meaning of these Presents, shall in the mean time be due and payable. And the said *E.* &c. covenanteth &c. That if the said *E. N.* his Executors, Administrators, or Assigns, shall make Default, and shall not pay the said Sum of &c. and every part thereof, to the said *R.* his Executors &c. in manner and form aforesaid;

that

that then, from time to time, and at all times, after such default made, the said *E.* his Executors, Administrators or Assigns, upon reasonable request, shall and will undelayedly yield up, and deliver all the said Messuage, &c. except only the said little Shop demised to the said *J.* as aforesaid, into the Hands and Possession of the said *R.* his Executors and Assigns, clear and free acquitted of all Arrearages of the said yearly Rent, reserved by the said Original Lease, and of all Forfeitures, Re-entries, Cause and Causes of Forfeiture and Re-entry, and all other Damages, Hurts and Incumbrances, had or made; or in the mean time to be had, made, done, or suffered in any wise: In witnesse, &c.

A Mortgage of a grand Lease, with the Rent reserved upon an Under-Lease thereout made, also an Assignment of the Covenants and Bond made by the Under-Lessee.

This Indenture, &c. Between *J. H. &c.* on the one part, and *T. W. &c.* on the other: Witnesseth, That the said *J. H.* for, and in consideration of 60 l. whereof, &c. Hath given, granted, bargained, sold, assigned, and set over, and by these Presents, &c. to the said *T.* all the Estate, Right, Reversion, Interest, Charge, Term and Terms of years, and Demand whatsoever, which he the said *J.* hath, or ought to have, or may lawfully claim to have, of, in, or to the Scite of the late Monastery of, &c. and of, and in one Messuage, &c. All which Premisses *A. B.* by Indenture, dated &c. demised to the said *J.* from, &c. for, and during the term of 21 years then next ensuing, and fully to be compleat, and for the yearly Rent of 19 l. of, &c. payable, as by the said Lease &c. And also the said *J. H.* for the consideration aforesaid, doth by these Presents, give, grant, bargain, &c. unto the said *T. W.* the said Indenture of Lease, and all the now Residue of the term of years therein specified, and also the yearly Rent of 30 l. reserved, or agreed to be paid to the said *J.* his Executors and Assigns, in, by, or upon one Demise by him the said *J. H.* made and granted of divers parcels of the Premisses to *A. B. &c.* by Indenture dated &c. And also that part of the same last mentioned Indenture of Lease made to the said *A.* which is under the Hand and Seal of the said *A.* together with all other Conveyances, Deeds, Mynuments, Escripts and Writings, which he the said *J.* hath, or ought to have, for, or touching, or by reason or means of the Premisses, or any of them. To have and to hold all the said Estate, Interest, Reversion, Term and Terms of years, and all and singular other the Premisses, with their Appurtenances, to the said *T. W.* his Executors, Administrators and Assigns, immediatly from henceforth unto the end and term of the said 21 years mentioned in the said Indenture of Lease, made by the said *A.* to the said *J.* as aforesaid. And the said *J.* for him, &c. covenanteth, &c. in form, &c. That he the said *J.* at the time of the ensealing and delivery of these Presents, is true and lawful Owner of the said Original Indenture of Lease; and that he the said *J.* now also is true, full, absolute, and perfect Owner, and lawfully possessed, as well of the said yearly Rent of 30 l. for the term of 15 years next ensuing, from, &c. as also of the Reversion of all and singular the Premisses demised to the said

A. B.

A. B. aforesaid, with their Appurtenances, for all the term of 15 years specified in the said Indenture of Demise, made to the said *A. B.* to the only use of the said *J.* and his Assigns, without any manner of Condition whatsoever. And that the said yearly Rent of 30 l. and all other the Premisses above limited, or mentioned by these Presents, to be bargained, &c. to the said *T.* now are, and from henceforth shall continue, remain, and be to the said *T. W.* his Heirs, Executors, Administrators and Assigns, for, and during all the said 15 years specified in the said Indenture of Lease made to the said *A. B.* free and clearly discharged, &c. of, and from all and singular former Bargains, &c. Releases, and Incumbrances whatsoever, had, made, or done by the said *J.* or in his default, or by his means, knowledge, consent or agreement. And that the said yearly Rent of 30 l. from henceforth, untill the end of the said 15 years next ensuing, from the first of *S.* last past, before the date hereof, shall or may lawfully be due and payable to the said *T.* his Executors and Assigns, according to the Tenor and Purport of the said Indenture of Lease made to the said *A. B.* as aboveſaid, and according to the true meaning of these Presents. And whereas the said *P. S.* and *G. S.* of, &c. *C. F.* and *R. E.* of, &c. by their Obligation, dated, &c. do stand bound to the said *J.* in the sum of 200 l. of, &c. with a Condition thereupon endorsed, touching the payment of the said yearly Rent of 19 l. reserved upon the said Original Indenture of Lease to, &c. and for, and touching such other matters, as in the same Condition are expressed. And where also the said *P. S. P. A. J. S.* and *G. S.* by their Obligation, dated, &c. do stand bound to the said *J. H.* in the Sum of 100 l. of, &c. with a Condition there under-written, touching the performance of the Covenants, Clauses and Agreements which are to be performed on the behalf of the said *P.* his Executors or Assigns, specified and compriſed in the said Indenture of Demise, made to the said *P.* as aboveſaid, the said *J. H.* for him, his Executors and Administrators, doth by these Presents, give, transport, and set over unto the said *T.* his Executors and Assigns, the said several Obligations, and the said several Sums of money in them severally specified; and all Actions, Rights and Demands, to, and in the same, and every of them, to have, take, recover, and enjoy the same, to the use of the said *T. W.* his Executors and Assigns, without yielding any account, or, for the same, or any part thereof, in as large and ample manner and form, as the said *J.* ought, or he, his Executors or Administrators, may recover or obtain, or might have recovered or obtained the same, if this present Indenture had never been had nor made, to, in, for, and about the recovering, obtaining, getting, and discharging of which said several Sums of mony contained, or specified in the said several Obligations, and the prosecuting and suing out of all Actions, Suits, Judgments, and Executions in that behalf, and the doing and executing of all things to or for those effects. The said *J. H.* for him, &c. by these Presents, doth clearly, fully, and absolutely, give, grant, and transfer unto the said *T. W.* his Executors and Administrators, full and irrecoverable power and authority, in as ample manner, and in such manner as shall be requisite in Law. And further, the said *J.* for him, &c. covenanteth, &c. That he the said *J.* heretofore hath not acquitted, discharged, or made void. And that he the said *J.* his Executors or Administrators, or any of them, shall not

not acquit, &c. the ſaid Obligations or Sums of Money, or any of them, or any part or parcel of them, or of any of them, or of the Covenants, Grants, Articles, or Agreements mentioned in the ſaid Indenture of Leaſe, made to the ſaid *P. S.* as aforeſaid, or any of them, without the ſpecial conſent and requeſt in Writing of the ſaid *T.* his Executors or Adminiſtrators, firſt therefore had and made. And that the ſaid *J.* his Executors or Adminiſtrators, at any time, without like requeſt and conſent as aforeſaid, ſhall not receive, take, or otherwiſe diſcharge or acquit the ſaid ſeveral Sums of money contained in the ſaid ſeveral Obligations, or any part or parcel of them, or of either of them; and alſo that the ſaid *T.* his Executors and Adminiſtrators, without let or interruption of the ſaid *J.* his Executors or Adminiſtrators, or any of them, or of any other, by the means of any of them, ſhall and may recover, and obtain the ſaid ſeveral Sums of money ſpecified in the ſaid ſeveral Obligations, and every part, &c. and take, retain, and enjoy the ſame, and every part of them, from, and after the recovery and obtaining thereof, to the uſe of the ſaid *T.* &c. without any account of, or for the ſame, or any part thereof, to be yielded or demanded, to, or by the ſaid *J.* his Executors or Adminiſtrators, or any of them; and that the ſaid *T.* his Executors and Aſſigns, ſhall, and may in the name and names of the ſaid *J.* his Executors and Adminiſtrators, or of any of them, releaſe, acquit and diſcharge the ſaid ſeveral Obligations, and all Articles and Covenants to the ſaid *J.* made, touching or concerning the Premiſes, or any of them. And alſo, that he the ſaid *J.* his Executors and Adminiſtrators, from time to time, and at all times hereafter, at the Requeſt and Charges of the ſaid *T.* his Executors or Aſſigns, ſhall and will ratifie, avow, juſtifie, maintain, and allow all and ſingular ſuch lawful Actions, Suits, Judgments, Executions, Acts and Attempts, as in his or their Name or Names, ſhall be commenced, had, taken, or attempted, for, or about the Recovery, or obtaining of all and ſingular the ſaid Sums of money, or of them, or any part or parcel of them, or any of them.

Provided alwayes, and it is agreed, &c. That it ſhall be lawful for the ſaid *J.* &c. without any lett of the ſaid *T.* &c. To take and receive of the ſaid *P. S.* his, &c. to the uſe of the ſaid *J.* his, &c. on the firſt of *S.* next, &c. or at any time before or after, all that Rent of 30 l. of, &c. which for the Premiſſes demiſed to the ſaid *P.* as aforeſaid, ſhall be due for one whole year, on the ſame firſt day of *S.* next coming. And that provided, &c. That if the Vendor pay the Vendee 60 l. of, &c. the 19th of *J.* next, &c. That then this Indenture of Bargain and Sale ſhall be void, and the ſaid *T.* ſhall re-deliver the Writings ſafe, &c. In witneſſe, &c.

A Mort-

A Mortgage of a Reversion of Land *in* London, *passed by way of Recovery, the same Reversion being in the Mortgagor, and the Heirs of his Body; and the Recovery being brought also against the Tenant for life, (a Woman and her Husband.)*

THis Indentute Tripartite, &c. Between *A. C.* Cit. and S. of *L.* and *K.* his wife, late wife of *R. C.* late Cit. and D. of *L.* deceased, on the first part, and *J. C.* eldest Son of the said *R. C.* on the second part; and *J. D.* and *W. G.* of *L.* Yeoman, on the third part: Witnesseth, That where the said *A.* and *K.* as in the right of the same *K.* do now hold, and are lawfully entituled to hold and enjoy, for, and during the term of the natural life of the said *K.* one Messuage or Tenement, with the Appurtenances, late parcel of the possessions of the said *R. C.* which Messuage, with the Appurtenances, now is in the several Tenures of, &c. and is scituate and lying in, &c. The Reversion of which said Messuage, with the Appurtenances, after the decease of the said *K.* doth lawfully belong and appertain to the said *J. C.* and his Heirs, or the Heirs of his Body; and whereas the said *J. C.* before this time hath had and received of the said *A. C.* the Sum of, &c. of lawful, &c. for, and in consideration of an Estate and Assurance, according to the tenor and purport of these Presents to be had and made of the said Messuage or Tenement, with the Appurtenances unto the said *A.* and his Heirs, from and after the decease of the said *K.* for ever. Now, for the executing and making of the said Estate and Assurance accordingly: It is covenanted and agreed by and between the said Parties to these Presents, for themselves and their Heirs, in manner and form following; That is to say, That the said *A.* and *K.* his Wife, and the said *J. C.* shall before the Feast of *E.* now next coming, permit and suffer the said *A. B.* and *C. D.* in a Writ of Right Patent, according to the Custom of the City of *L.* in due form, with Voucher or Vouchers, to recover against the said *A.* and *K.* and *J. C.* the said Messuage and Tenement, and all other the Premisses, with their Appurtenances, in such manner and form as by the learned Council of the said *A.* shall be lawfully and reasonably devised or advised. And the said Parties, for them and their Heirs, have further agreed by these presents, That the said Recovery shall be, and that the said *A. B.* and *C. D.* and their Heirs, shall stand seised of and from the said Recovery so had and passed of the said Messuage and Tenement aforesaid, with the Appurtenances, shall thereof, and of every part thereof stand and be seised, to, and for the only Uses and Intents hereafter in these Presents expressed, and to none other Use, Intent, or Purpose whatsoever; That is to say, To, and for the Use of the said *K.* for, and during the term of her natural life; and after her decease, to the only use and Behoof of the said *J. C.* his Heirs and Assigns for ever, upon, and under the condition following; That is to say, That the said *J. C.* his Heirs, Executors or Assigns, shall well and truly pay, &c. to the said *A. C.* his Executors or Administrators, the Sum of, &c. of lawful, &c. at, &c. on, &c. Provided always, That if the same *J. C.* his Heirs, Executors and Assigns, or some of them, do not well and truly

pay,

pay, or cause, &c. to the said *A.* his, &c. at, &c. the said sum of, &c. on, &c. That then, and from thenceforth the said *A. B.* and *C. D.* and the Survivor of them, and their Heirs, shall stand and be seised of the said Messuage, &c. and for the use and behoof of the said *K.* only, for, and during the term of her natural life as aforesaid, and from and after her decease, to, and for the only use and behoof of the said *A. C.* and of his Heirs and Assigns for ever, without any manner of Condition, and to none other use, intent, or purpose whatsoever. And the said *J. C.* for him, &c. covenanteth with the said *A.* &c. in form, &c. that he the said *J. C.* now is, and at the time of the knowledging of the said Recovery, and untill the same shall be clearly passed and finished, and the seisin thereupon shall be executed, shall stand and be seised of the said Messuage, &c. of an Estate in Reversion, immediately after the death of the said *K.* to the only use and behoof of the same *J. C.* and his Heirs, or the Heirs of his Body, without any condition, and other limitation of use whatsoever; and that he said *J. C.* hath good Right, and lawful Authority and Power in and by the Law, to convey and assure the said Messuage, &c. to the said *A. C.* his Heirs and Assigns in form aforesaid, and that if the said *J. C.* his Heirs, Executors or Assigns, do not pay to the said *A.* his Executors or Assigns, the said Sum of, &c. in form aforesaid, that then the said *A.* his Heirs and Assigns, shall and may lawfully, without any Condition, have, hold, occupy, and enjoy the said Messuage, &c. for ever, and also perceive, receive, and enjoy all the Issues, Rents, and Profits of the same for ever, according to the true meaning of these presents. And that they and from thenceforth, the said Messuage, &c. shall be, and stand to the said *A.* his Heirs and Assigns, clear and free discharged and acquitted, or otherwise, from time to time, and at all times, sufficiently saved harmless by the said *J. C.* of, and from all and singular former Bargains, &c. at any time heretofore had knowledged, suffered, made, done or procured, or hereafter, before the same executed upon the said Recovery, to be made, done, knowledged, procured or suffered by the said *J. C.* or by any other person or persons by or under him claiming or by his means Consent or Procurement (the chief Rents and Services only except.) And further, the said *J. C.* covenanteth with the said *A. C.* &c. that he said *J. C.* and his Heirs, at the request and charges in the Law of the said *A.* his Heirs or Assigns, from time to time, and at all times, during 2 years next after default shall be made in payment of the said Sum, or any part thereof, contrary to the form above limited, shall and will do, make, suffer, knowledge, and execute, and cause, &c. all and every such further and Acts, Assurance and Assurances, Thing and Things, for the further assuring and better conveying of the Premisses to the said *A.* his Heirs and Assigns according to the true meaning of these presents, as by the said *A.* &c. shall be devised, but also upon like request as aforesaid, at any time after the said Recovery passed, shall and will, by his or their sufficient Deed, release to the said Recoverers, and their Heirs, or to the Survivor of them, and his Heirs, all Errors, Defaults, and Mis-pleadings whatsoever, to happen in the process of Recovery aforesaid, or in the Execution of the seisin upon the same; In witness, &c.

Any

A very good Mortgage of Land, with a Revocation of Uſes thereof, declared in a former Indenture, where alſo it is provided, That if the Money be paid accordingly, then the Land to be to the Uſes contained in the ſaid former Indenture.

THis Indenture &c. Between the Right Honourable *W.* Earl of *E.* &c. on the one part, and *W. D.* Cit. and G. of *L.* on the other part, Witneſſeth, That the ſaid Earl, for and in conſideration of the Sum of 642 *l.* of &c. whereof &c. Hath given &c. and by theſe Preſents doth fully and clearly give, grant, bargain, and ſell unto the ſaid *W. D.* his Heirs and Aſſigns, all that the Manner of *S.* in the Pariſh of *L.* in the County of *E.* with all and ſingular the Appurtenances in the Pariſh of *T.* in the ſame County of *E.* and all and ſingular Meſſuages, Lands, Tenements, Meadows, Paſtures, Feedings, Rents, Reverſions, Services, Woods, Under-woods, and all other Profits, Commodities, and Hereditaments whatſoever, to the ſaid Mannors, or either of them, belonging or appertaining, or as part, parcel, or member of the ſame Mannors, or either of them, had, uſed, occupyed, or enjoyed, or ſo being uſually granted, demiſed, or taken to Farm, and all and ſingular Mannors, Meſſuages, Lands, Tenements, Rents, Reverſions, and Hereditaments whatſoever, in the ſaid Pariſhes of *L.* and *T.* or either of them, commonly called or known by the name or names of *S.* and *L.* or by all or any of the ſame names; and all and ſingular Courts, Court-Leets, Views of Frank-pledge, Profits, and Perquiſites of Courts, Privileges, Franchiſes, Juriſdictions, Liberties, and Royalties whatſoever, which the ſaid Earl hath, or ought to have, in the ſaid Mannors, or any other the Premiſſes, before bargained and ſold, or any part thereof; and all Rents reſerved upon any Leaſe or Leaſes made of the Premiſſes, or any part or parcel thereof, and alſo all the Eſtate, Right, Title, Intereſt, Reverſion, Remainder, Uſe, Poſſeſſion, Propriety, Claim, and Demand of the ſaid Earl, of, in, and to all and ſingular the Premiſſes, together with all and ſingular Deeds, Evidences, Charters, Letters-Patents, Writings, Copies of Court-Rolls Terriers, Eſcripts, and Inſtruments, onely touching the Premiſſes, or any part thereof. To have and to hold the ſaid Mannors of *S.* and *L.* with all and ſingular their Appurtenances, and all other the Premiſſes, bargained and ſold by theſe Preſents, to the ſaid *W. D.* his Heirs and Aſſigns, to the onely uſe &c. Provided always, nevertheleſs the ſaid *W. D.* for him, his Heirs, Executors &c. doth covenant, grant, and agree, to and with the ſaid Earl, his Executors, and Adminiſtrators, by theſe preſents, that if he the ſaid Earl, his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, do pay, or cauſe &c. to the ſaid *W.* his Executors, or Adminiſtrators, or to his or their lawful Deputy or Attorney, at &c. the Sum of 642 *l.* of &c. on the 1. of *D.* next coming after the Date hereof, between the hours of &c. That then, and from thenceforth, the Gift, Grant, Bargain and Sale, made of all and ſingular the Premiſſes, by theſe preſents, to the ſaid *W. D.* and all Covenants and Articles comprized in theſe Preſents, on the part of the ſaid Earl, and his Heirs, to be performed, and all Bonds

made or to be made, for performance of the Covenants thereof, ſhall be utterly void and of none effect. And that then and from henceforth (a Re-entry in the Earl &c) any thing &c. to the contrary &c. And the ſaid Earl, for the making of a good Aſſurance of all and ſingular the Premiſſes to the ſaid *W. D.* and his Heirs for ever, under the Condition aforeſaid, by this Writing ſealed with the Seal, and ſigned with the Hand of the ſaid Earl, in the preſence of theſe 3 Witneſſes, whoſe Names are to theſe Preſents ſubſcribed, doth repeal, revoke, determine, and declare to be repealed, revoked, and determined, all and every the uſes, intents, gifts, and grants whatſoever, which the ſaid Earl by his (a) Indenture *Tripartite* bearing Date, &c. hath made, declared, or agreed upon, onely concerning the Premiſſes, bargained by theſe Preſents, to or with the Right Honourable *A.* Lord *G.* and his Co-Feoffees. And the ſaid Earl covenanteth &c. in form &c. That he the ſaid Earl, at the ſealing, delivery, and knowledging of this Indenture, is by good, ſure, and lawful Right and Title in the Law, ſole ſeiſed in his Demeſne, as of Fee-ſimple, of and in all and ſingular the ſaid Mannors, Meſſuages, Lands, Tenements, and Hereditaments, by theſe Preſents bargained and ſold, to the onely uſe of the ſaid Earl and his Heirs, abſolutely without any Condition, and of ſuch Eſtate, hath full Power, and lawful Right and Authority in the Law, to give, grant, bargain, ſell, and aſſure the ſame Mannors, with their Appurtenances, and all other the above-bargained Premiſſes, to the ſaid *W.* his Heirs and Aſſigns, in manner and form aforeſaid; and that if the ſaid Earl, his Heirs, Executors, or Adminiſtrators, do not pay, or cauſe &c. the ſaid Sum of &c. to the ſaid *W. D.* &c. in ſuch manner & form, as to the payment thereof is above limited, in and by theſe Preſents, that then and from thenceforth the ſaid *A.* Lord *G.* and his Co-Feoffees, and all and every other perſon and perſons, by reaſon of any former Eſtate ſeiſed, or to be ſeiſed of the ſaid Mannors, and other the Premiſſes, or any part thereof, ſhall thereof, and of every part thereof, ſtand and be ſeiſed to the onely uſe of the ſaid *W.* and of his Heirs, and to none other uſe whatſoever; and alſo, that then, and at all times, during the ſaid ſpace of 3 years next following the time of ſuch Default made in the ſaid payment of the ſaid Sum of &c. or any part thereof, he the ſaid Earl, and the Right Honourable Countess now his Wife, and the Heirs and Aſſigns of the ſaid Earl, and all and every other perſon and perſons, which then ſhall have, or lawfully may claim to have, any former Intereſt, Right, Title, or Eſtate, in or to the Premiſſes, or any part thereof, by or under the Eſtate or Intereſt of the ſaid Earl, or any of his Anceſtors (all and ſingular perſon and perſons, claiming onely by Leaſe or Leaſes, for the term of years, or under, now to come, or by Copy of Court-Roll, made according to the ſeveral Cuſtomes of the ſaid Mannors, or any of them, whereupon the ancient and old yearly Rents, Duties, and Services, & more, been reſerved from henceforth, to be paid and done to the Owner or Owners of the Reverſion of the Premiſſes onely except) ſhall and will upon reaſonable Requeſt therefore made, and at the coſts and charges in the Law of the ſaid *W.* his Heirs or Aſſigns, do, make, knowledge, and ſuffer, and cauſe to be done &c. all and every ſuch further Act and Acts, Thing and Things, Aſſurance and Aſſurances whatſoever, for the better conveyance, aſſurance, and ſure making,

(a) This Indenture is contained in this Book, entituled (*For the Conveyance of Land, for performance of a Will*, &c.)

making, of all and ſingular the Premiſſes, bargained and ſold by theſe Preſents, to be had and made ſure to the ſaid *W.* his Heirs and Aſſigns, to the only uſe of the ſaid *W.* his Heirs and Aſſigns for ever, without any Condition, with Warranty againſt all men, or otherwiſe without Warranty, as by the Councel learned in the Laws of this Realm of the ſaid *W.* his Heirs or Aſſigns, ſhall be reaſonably deviſed or adviſed, and that at all times, after any ſuch default of payment of the ſaid Sum &c. or any part thereof, had or made as aforeſaid, the Premiſſes by theſe Preſents bargained and ſold, ſhall be, or lawfully may be and abide to the ſaid *W.* his Heirs and Aſſigns, from thenceforth for ever, of the clear yearly value of &c. over and above all Charges and Repriſes. And alſo, That the ſaid Mannors &c. now are, and at all times after ſuch Default happning, in payment of the ſaid Sum of &c. or of any part thereof, as aboveſaid, ſhall continue to the ſaid *W.* his Heirs and Aſſigns, clearly acquitted and diſcharged, or by the ſaid Earl, his Heirs, Executors, or Adminiſtrators, or by ſome of them, ſufficiently ſaved harmleſs, from time to time, of and from all and ſingular former Bargains &c. and of and from all other former Titles, Eſtates, Charges, and Incumbrances whatſoever (the chief Rents and Services from thenceforth to become due &c. in reſpect of their Seigniories onely) and ſuch Leaſes and Copies as have been above excepted, onely except and forepriſed. And further alſo, that after ſuch default of payment made as aforeſaid, of the ſaid Sum of &c. or any part thereof, he the ſaid Earl, his Heirs, Executors, or Aſſigns, ſhall and will within the ſpace of 6 moneths then next following at the Manſion-houſe of the ſaid *W.* well and ſafely deliver, or cauſe &c. to the ſaid *W.* his Heirs or Aſſigns, all and ſingular the Deeds &c. above by theſe Preſents bargained and ſold, or all ſuch and ſo many of them as the ſaid Earl now hath, or which he, or his Executors or Adminiſtrators, then ſhall have, or may lawfully come by without ſuit in the Law. And the ſaid *W. D.* covenan eth &c. that he the ſaid *W. D.* his Heirs and Aſſigns, ſhall permit and ſuffer the ſaid Earl his Heirs and Aſſigns, to have and take, to the onely uſe of the ſaid Earl, his Heirs and Aſſigns, all and ſingular Commodities, Rents, and Profits, of all and ſingular the Premiſſes, from the day of the date of theſe Preſents, until the ſaid 1 day of *D.* next coming as aboveſaid, ſo as no ſpoyl or wilful waſt be done or committed, in or upon the Premiſſes, or any part thereof. Provided always, and nevertheleſs it is agreed, condeſcended, and covenanted, between the ſaid Earl, and *W.* for them, their Heirs and Aſſigns, by theſe Preſents, That if he the ſaid Earl, his Heirs &c. do pay &c. the ſaid Sum &c. to the ſaid *W.* &c. according to the form and manner therefore above limited in theſe Preſents, that then and from thenceforth for ever the ſaid *A.* Lord *G.* and his ſaid Co-Feoffees, and the ſaid *W. D.* their Heirs, and all and every other perſon and perſons, by reaſon of any former Feoffment ſeiſed of the ſaid Mannors, and other the Premiſſes, or any part thereof, to or from the ſaid *W. D.* ſhall thereof, and of every part thereof, ſtand and be ſeiſed from thenceforth for ever, to the onely uſes, intents, and purpoſes, expreſſed and declared in the ſaid former Indenture *Tripartite*, above in theſe Preſents mentioned, and to none other uſe or uſes, intent or purpoſe whatſoever, any thing &c. In witneſſe, &c.

A good Mortgage.

THis Indenture made, &c. Between *G. F.* of *L.* Son of *G. F.* late of *B.* in the County of *K.* Gent. deceased, of the one part, and *J. C.* and *R.* of *L.* aforesaid, of the other part, Witnesseth, That the said *G. F.* for and in consideration of the Sum of &c. of lawful money of *England* to him paid, at the ensealing and delivery of these presents, by the said *J. C.* whereof and wherewith, he the said *G. F.* doth acknowledge and confess himself to be fully satisfied, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said *J. C.* his Heirs, Executors and Administrators, and every of them by these presents, hath alienated, granted, bargained, sold, conveyed, assumed and confirmed, and by these presents doth fully, clearly, and absolutely alien, grant, bargain, sell, convey, assure, and confirm unto the said *J. C.* his Heirs and Assigns for ever, all those five Messuages or Tenements, with all the Cellers, Shops, Sollers, Entries, Houses, Stables, Buildings, Chambers, Rooms, Yards, Back-sides, Gardens, Grounds, Lights, Easements, Profits, Commodities, Hereditaments, and Appurtenances whatsoever, to the same belonging or appertaining, or to or with the same usually occupied, used, demised, or enjoyed, now or late in the several Tenures, Possessions, or Occupations of *J. C. R. P. W. C.* and *R. W.* their Assignee or Assigns, scituate, lying and being &c. which said 5 Messuages or Tenements, were late but 3 Messuages or Tenements, and were sometime in the several Tenures, Possessions, or Occupations of *M. M.* deceased, the said *R. P.* & *J. C.* their Assignees, or under-Tenants: And all and singular other the Messuages, Gardens, Lands, Tenements, and Hereditaments whatsoever, whereof or wherein the said *G. F.* hath any Estate of Inheritance or Freehold, scituate, lying and being in the said Parish, &c. And the Reversion and Reversions, Remainder and Remainders, of all and singular the before mentioned bargained Premisses, and every part & parcel thereof: And also all and all manner of Rents, Duties, Services, and Profits reserved or payable, for or in respect of every or any of the said bargained Premises. And also all the Right, Estate, Title, Interest, Possession, Use, Claim, and Demand whatsoever, which he the said *G. F.* now hath, may, might, should, or ought to have, of, in, to or out of the Premisses before bargained and sold, or of, in, to, or out of, any part or parcel thereof. And also all and singular Deeds, Evidences, Charters, Writings, Fines, Escripts, and Miruments, touching or concerning the said bargained Premises, or any part or parcel thereof, to have and to hold the said Messuages or Tenements, and all and singular other the Premises before by these presents granted, or meant, mentioned, or intended to be granted, bargained, sold, and confirmed, with their, and every of their Appurtenances, unto the said *J. C.* his Heirs and Assigns for ever, to the only proper use and behoof of him the said *J. C.* and of his Heirs and Assigns for ever. Provided always nevertheless, and upon this Condition, That if the said *G. F.* his Heirs, Executors, Administrators, or Assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *J. C.* his Heirs or Assigns, or to any of them, at or in the now

how dwelling-house of the said *J. C.* scituate and being, *&c.* the several Sums of lawful money of *England*, hereafter in these presents mentioned, at the dayes and times here limited and appointed, That is to say, *&c.* without fraud, covin, or further delay, that then and from thenceforth this present Indenture of Bargain and Sale, shall cease, determine, and be utterly void and of none effect, to all intents, constructions, and purposes: And that then also it shall and may be lawful for the said *G. F.* his Heirs and Assigns, into and upon all and singular the said bargained Premisses, and every part and parcel thereof, wholly to re-enter, and the same to have again, retain, and re-possess, as in his and their former Estate, any thing in these presents contained, to the contrary thereof, in any wise notwithstanding. And the said *G. F.* for himself, his Heirs, Executors and Administrators, and for every of them, doth by these presents, Covenant and grant, to and with the said *J. C.* his Heirs and Assigns, and every of them, in manner and form following; That is to say, That he the said *G. F.* his Heirs, Executors, Administrators, or Assigns, shall and will well and truly pay, or cause to be paid, to the said *J. C.* his Heirs or Assigns, all the aforesaid several Sums of money in the said Proviso mentioned, at the dayes and times in the said Provisoes limited and expressed, without fraud or delay. And also that the said *G. F.* at the ensealing and delivery of these presents, is, and untill a good and perfect Estate shall be made and executed, of the said Premisses unto the said *J. C.* and his Heirs as aforesaid, shall continue and be seised of all and singular the before mentioned bargained Premises, and every part thereof, of a good, lawful, perfect, absolute, sole, and indefeasible Estate in Fee-simple, (without any other precedent Estate) to his own proper use and behoof, without any condition, mortgage, limitation of use or uses, or other thing, to alter, change, determine, or incumber the same, or any part thereof: And also that the said *G. F.* at the ensealing and delivery of these presents, hath, and untill all and singular the Premises shall be well and sufficiently had, made, assured, and executed to the said *J. C.* his Heirs and Assigns, as is aforesaid, shall have good right, full power, and lawful Authority, to alien, grant, bargain, sell, convey, assure and confirm, all and singular the said recited Premises, with their Appurtenances, and every part and parcel thereof, unto the said *J. C.* his Heirs and Assigns, according to the true intent and meaning of these presents. And also that the said *G. F.* hath not made any former Estate, Grant, Charge or Incumbrance, of, in, or out of the said Premises, or any part thereof, other then such as hereafter are mentioned to be excepted. And further, that the said Messuages or Tenements, and all and singular the before mentioned bargained Premises, with their and every of their Appurtenances, shall remain and continue unto the said *J. C.* his Heirs and Assigns, under, and upon the Condition or Proviso aforesaid, free and clear, and freely and clearly acquitted, exonerated, and discharged by him the said *G. F.* his Heirs, Executors and Administrators, or some of them, of and from all and all manner of former or other Bargains, Sales, Gifts, Grants, Leases, Joyntures, Dowers, Intails, Estates, Uses, Wills, Limitations of use, Statutes, Recognizances, Judgments, Executions, Seisures, Titles, Troubles, Charges, Incumbrances, Claims, or Demands whatsoever, had, made, committed, done, or suffered by him the said *G. F.* or by any other per-

ſon or perſons whatſoever, except a Rent of 50 l. *per an.* and granted to *E.F.* and his Heirs, by Indenture bearing date *&c.* mentioned to be made *&c.* And alſo except one Leaſe by Indenture dated *&c.* from the ſaid *G.F.* to the ſaid *J.C.* of all the ſaid Meſſuages or Tenements, and other the before mentioned bargained Premiſes, for the term of *&c.* whereupon it is to be paid *&c.* And the ſaid *G.F.* for him *&c.* doth by theſe preſents further Covenant and grant, to and with the ſaid *J. C.* That the aforeſaid *Annuity* or yearly Rent of *&c.* before in the ſaid Indenture, dated *&c.* hath been duly paid, according to the Tenor of the ſaid Indenture, untill the day of the date of theſe preſents. And alſo that the ſame *Annuity* or yearly Rent of *&c.* ſhall be hereafter well and truly paid, or cauſe to be paid, at the dayes and times in the ſaid Indentures mentioned and expreſſed, according to the true intent and meaning of the ſame Indenture, untill *&c.* And alſo that the ſaid bargained Premiſes, at the enſealing and delivery of theſe preſents are, and ſo for ever hereafter, under or upon the Proviſo or Condition aforeſaid, ſhall continue and be to the ſaid *J.C. &c.* for ever, of the full and clear yearly value of *&c.* over and above all Charges and Repriſes whatſoever. And further that the ſaid *G.F.* his Heirs and Aſſigns, and all and every other perſon and perſons whatſoever, having and claiming, or which ought to have or ſhall claim, or pretend to have any manner of Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Intereſt, Claim, or Demand, of, in, to, or out of the ſaid bargained Premiſes, or any part or parcel thereof, (except as is before excepted) ſhall and will at all times, and from time to time, during the term of *&c.* at the Coſts and Charges in the Law of the ſaid *G.F. &c.* before the breach of the Proviſo or Condition aforeſaid, and after breach thereof, at the proper Coſts and Charges in the Law of the ſaid *J.C.* his &c. ſhall and will well and truly do, make, execute and ſuffer, all ſuch further lawful and reaſonable act and acts, thing and things, Deeds, Deviſes, and *Aſſurances* in the Law whatſoever, for the further, better, more clear and perfect aſſuring, ſurety, ſure-making, and conveying, having, holding, and enjoying of all and ſingular the before-mentioned bargained Premiſes, and every part and parcel thereof, with their and every of their *Appurtenances*, unto the ſaid *J. C.* &c. to the onely proper uſe and behoof of him the ſaid *J.C.* &c. be it by Deed or Deeds, enrolled or not enrolled, Enrolements of theſe preſents, Fine, Feoffment, Recovery, with Voucher or Vouchers over, Releaſe and confirmation, with Warranty or without Warranty, and by all and every, or any, or ſo many of the ſaid wayes and means, or by any other wayes or means whatſoever, as by the ſaid *J.C.* &c. ſhall be reaſonably deviſed, adviſed, or required. And alſo, that if at any time hereafter default of payment of the ſaid ſeveral Sums of lawful money of *England*, or any of them, or any part or parcel of them, ſhall fortune to be made at any of the dayes and times before limited for payment thereof, that then, and in every ſuch caſe, the ſaid *J.C.* &c. ſhall and lawfully may for ever, well and in peace, have, hold, occupy, poſſeſs, enjoy, and keep all the ſaid bargained Premiſes, and every part and parcel thereof, with their *Appurtenances*, and the Rents, Iſſues, and Profits thereof, and of every part and parcel thereof, receive and take, to and for his and their own proper uſe and behoof (except before excepted) without the let, trouble, eviction, expulſion, diſturbance, claim, or demand of the ſaid *G. F.* &c.

&c. And it is by these presents concluded and agreed, by and between all the said parties to these presents, that all and every Fine and Fines, Recoveries, Feoffments, Conveyances and Assurances whatsoever, that shall hereafter be had, made, done, levied, knowledged, executed or suffered by the said *G. F.* &c. unto the said *I. C.* or to any other person or persons, of the aforesaid bargained Premisses, or any part or parcel thereof, shall be and enure, and shall for ever hereafter be deemed, expounded, construed, adjudged, reputed and taken, to be and enure to the use and behoof of the said *I. C.* his Heirs and Assigns, according to the tenor, intention and meaning of these presents. And the said *I. C.* for himself &c. doth by these presents Covenant and grant to and with the said *G. F.* &c. That it shall and may be lawful to and for the said *G. F.* his Heirs, &c. as well to have and enjoy all and singular the before mentioned bargained Premisses, as also to take and receive all the Rents, Issues, and Profits of the same, until default of payment of the said several Sums before mentioned, or any of them, or any part or parcel of them, shall be made in part or in all, at any of the dayes and times before limited for payment thereof, without the let, trouble, eviction, expulsion, disturbance, or interruption of the said *I. C.* his Heirs or Assigns, or any of them, and without any account thereof, or for any part thereof to be had or made to the said *I. C.* his Heirs or Assigns. And whereas the said *G. F.* at the ensealing and delivery of these presents, hath delivered to the said *I. C.* sert in Deeds, Evidences, Fines and Writings, which he hath concerning the said bargained Premisses, containing in all &c. he the said *I. C.* for him, &c. doth by these presents further Covenant and grant to and with the said *G. F.* his Heirs and Assigns, and every of them, that if the said *G. F.* his Heirs, Executors, &c. do or shall well and truly pay, or cause to be paid to the said *I. C.* his heirs or assigns, all the several Sum and Sums of money in the said Proviso mentioned, at the dayes and times therein limited for payment of the same as aforesaid, that then he the said *I. C.* his &c. shall deliver or cause to be delivered unto the said *G. F.* his Heirs or Assigns, all and every the Deeds, Evidences, Fines, and Writings being mentioned, whole, safe, uncancelled, and undefaced, and in as good plight as the said *I. C.* received the same from the said *G. F.* as aforesaid. And lastly, the said *G. F.* &c. doth by these presents further covenant and grant to and with the said *I. C.* &c. that if default of payment shall be made of any of the Sum or Sums of money, in the said Proviso mentioned, or any part thereof, at any of the dayes or times therein limited for payment thereof, that then he the said *G. F.* his Heirs or Assigns, shall deliver, or cause to be delivered unto the said *I. C.* his Heirs or Assigns, all and singular other Deeds, Evidences, Fines, and Writings concerning the Premisses, which he the said *G. F.* now hath, or may lawfully come by, without Suit in Law: In witness, &c.

A Releaſe upon a Mortgage forfeited, and a further day given.

THis Indenture made, &c. Between *G. F.* Cit. and G. of *L.* of the one part, and *T. M.* of *L.* Gent. and *H. G.* of *H.* in the County of *H.* Gent. of the other part, Witneſſeth, That the ſaid *G. F.* for and in conſideration of the Sum of &c. to him the ſaid *G. F.* in hand paid, at or before the Sealing and Delivery of the ſaid *T. M.* the receit whereof the ſaid *G. F.* doth hereby acknowledge and confeſs, and thereof, and of every part thereof, doth acquit, exonerate, releaſe and diſcharge the ſaid *T. M.* his Heirs, Executors, and Adminiſtrators, and every of them for ever by theſe Preſents, hath granted, remiſed, releaſed, quit-claimed, and confirmed, and by theſe Preſents doth for him and his Heirs for ever, grant, remiſe, releaſe, quit-claim, and confirm unto the ſaid *T. M.* and *H. S.* in their full, quiet, and peaceable Poſſeſſion and Seiſin being, and unto their Heirs and Aſſigns for ever, all the Eſtate, Right, Title, Intereſt, Uſe, Poſſeſſion, Reverſion, Conditions, Limitation and Limitations, of Eſtate or Eſtates and all manner of benefit and advantage thereof, and all and all manner of Claim and Demand whatſoever, which he the ſaid *G. F.* hath, may, can, might, ſhould, or of right ought to have or claim in Law or Equity, of, in, or to all thoſe 5 Meſſuages or Tenements, with all the Cellers, Shops, Sollers, Entries, Houſes, Stables, Buildings, Chambers, Rooms, Yards, Back-ſides, Gardens, Grounds, Lights, Eaſements, Profits, Commodities, Hereditaments, and Appurtenances whatſoever to the ſame belonging or appertaining, or to, or with the ſame uſually occupyed, demiſed, or enjoyed, now or late in the ſeveral Tenures, Poſſeſſions, or Occupations, of *J. C. R. P. W. C.* and *R. W.* their Aſſignee, or Aſſigns, ſcituate, lying, and being in the Pariſh of St. *C.* in the County of *M.* which ſaid 5 Meſſuages or Tenements, were late but 3 Meſſuages, then the ſeveral Tenures, Poſſeſſions, or Occupations, of *M. M.* deceaſed, the ſaid *R. P.* and *J. C.* (their Aſſigns, or Under-Tenants) and alſo of, in, or to all and ſingular the Meſſuages, Lands, and Hereditaments whatſoever, ſcituate, in the ſaid Pariſh of St. *C.* and which are mentioned to be bargained and ſold by the ſaid *G. F.* unto the ſaid *J. C.* Cit. of *L.* his Heirs and Aſſigns, in and by one Indenture of Grant, Bargain and Sale, bearing date &c. and made between the ſaid *G. F.* of the one part, and the ſaid *J. C.* of the other part, and enrolled in his Majeſties High-Court of *Chancery*, ſo that neither he the ſaid *G. F.* nor his Heirs or Aſſigns, or any other perſon or perſons, for him or them, or in his or their name, hath, or hereafter may have any Right, Title, Intereſt, Claim and Demand, in or to the Premiſſes, or any part thereof; but that he the ſaid *G. F.* and his Heirs, ſhall be from all Right, Title, Intereſt, Claim, and Demand, in or to the Premiſſes, or any parcel thereof, utterly and wholly excluded, and for ever debarred by theſe Preſents. And further witneſſeth by theſe Preſents, that the ſaid *G. F.* and his Heirs, ſhall and will warrant, and for ever defend the Premiſſes, and every of them, unto the ſaid *T. M.* and *H. G.* and their Heirs, againſt the ſaid *G. F.* and his Heirs, and againſt all and every perſon and perſons lawfully having or claiming, or which may hereafter lawfully have or claim or demand the Premiſſes, or any part thereof, or any Right, Title, Intereſt, Claim,

Claim, or Demand, into the Premiſſes, or into, or out of any parcel of the ſame, from, by, or under the ſaid *G. F.* his Heirs or Aſſigns, and againſt the Heirs and Aſſigns of *E. F.* deceaſed, late eldeſt Brother of the ſaid *G. F.* and the ſaid *G. F.* for him, his Heirs, Executors, and Adminiſtrators, doth covenant and grant, to and with the ſaid *T. M.* and *H. G.* their Heirs and Aſſigns, in manner and form following, (That is to ſay) that the Premiſſes, with their Appurtenances, ſhall for ever hereafter remain and continue unto the ſaid *T. M.* and *H. G.* their Heirs and Aſſigns, to the uſe and behoof of them and their Heirs, free and clear, and freely and clearly acquitted, exonerated, and diſcharged, or otherwiſe well and ſufficiently ſaved and kept harmleſs, of, from, for, and concerning all and all manner of former Bargains, Sales, Gifts, Grants, Leaſes, Eſtates, Mortgages, Dowers, Joyntures, Uſes, Wills, Entails, Iſſues, Seiſures, Amerciaments, Rent-ſeck, Rent-charge, and Arrearages of Rent, Limitation of Uſes, Statutes-Merchant, and of the Staple, Judgments, Recognizances, Extents, Executions, Intruſions, Titles, Troubles, Charges, Incumbrances, Claim, and Demand whatſoever, had, made, committed, done, or ſuffered, by him the ſaid *G. F.* or by any other perſon or perſons whatſoever, lawfully claiming, by, from, or under him, his Heirs, or Aſſigns. And further, That the ſaid *T. M.* and *H. G.* their Heirs and Aſſigns, and every of them, ſhall and may from time to time, and at all times hereafter, lawfully, quietly, and peaceably, have, hold, occupy, poſſeſs, and enjoy the Premiſſes, with their Appurtenances, and every part and parcel thereof, without the let, denial, diſturbance, expulſion, or eviction of him the ſaid *G. F.* his Heirs or Aſſigns, or of any other perſon or perſons, lawfully claiming or deriving, or which ſhall or may lawfully claim or derive any Eſtate, Right, Title, or Intereſt, by, from, or under him the ſaid *G. F.* his heirs or aſſigns, or in, by, from, or under the ſaid *E.* deceaſed, the ſaid eldeſt Brother of the ſaid *G. F.* And further, That he the ſaid *G. F.* and *S.* his Wife, and the Heirs and Aſſigns of the ſaid *G. F.* and all and every other perſon and perſons, which now have, or which at any time hereafter ſhall or may have any lawful Eſtate, Right, Title, or Intereſt, of, in, or to the Premiſſes, or unto any part or parcel thereof, by, from, or under the ſaid *G. F.* his Heirs or Aſſigns; or by, from, or under the ſaid *E. F.* the ſaid eldeſt Brother of *G. F.* ſhall and will from time to time, and at all times hereafter, during the term of 7 years, now next enſuing the date hereof, upon reaſonable Requeſt to be made by the ſaid *T. M.* and *H. G.* their Heirs and Aſſigns, or any of them in that behalf, and at his and their proper coſts and charges in the Law, do, make, ſuffer, acknowledge, and execute, all and every ſuch other and further lawful and reaſonable Act and Acts, Thing and Things, Deviſe and Deviſes, in the Law whatſoever, for the better Aſſurance, Surety, ſure Making, Conveying, and Aſſuring of the Premiſſes, and every part thereof, unto the ſaid *T. M.* and *H. G.* their Heirs and Aſſigns, to the uſe and behoof of them, and of their Heirs and Aſſigns for ever, as by his and their Councel in the Law ſhall be reaſonably deviſed, or adviſed and required. Provided always, nevertheleſs and upon condition, that if he the ſaid *G. F.* his Heirs, Executors, and Adminiſtrators, or any of them, do and ſhall well and truly pay, and cauſe to be well and truly paid, unto the ſaid *T.*

M.

M. and *H. G.* their Heirs, Executors, or Assigns, at the now dwelling house of the said *H. G.* situate in *F.* &c. the several Sums of lawful money of *England*, hereafter in these Presents mentioned and expressed, at the dayes and times hereby limited and appointed, in manner and form following, That is to say, the Sum of &c. without fraud, covin, or further delay, that then the said *T. M.* and *H. G.* for them, their Heirs, Executors, and Administrators, do covenant and grant, to and with the said *G. F.* his Heirs and Assigns, that they the said *T. M.* and *H. G.* and the Survivor of them, and his and their Heirs, shall and will upon reasonable Request to be made by the said *G. F.* his Heirs or Assigns, and at his and their proper costs and charges, within 40 days next after such full payment of the said several Sums of Money, in manner and form aforesaid, sufficiently convey and assure the Premisses, and every part thereof, unto the said *G. F.* his Heirs and Assigns for ever, or to such other person or persons, as he the said *E. F.* his Heirs or Assigns, shall by his or their Writing, under his or their Hand and Seal, direct, limit, or appoint, freed, and cleared, of and for all Estates, Charges, and Incumbrances whatsoever, had, made, done, committed, suffered, or executed to them, or either of them, their, or either of their Heirs or Assigns. And the said *G. F.* for him, his Heirs, Executors, and Administrators, doth covenant and grant, to and with the said *T. M.* and *H. G.* their Heirs, Executors, and Assigns, that he the said *G. F.* shall and will well and truly pay, or cause to be paid to the said *T. M.* and *H. G.* their Heirs, Executors, or Assigns, the several Sums of Money in the said Proviso and Condition mentioned at the several days and times in the said Proviso limited and appointed. And lastly, It is covenanted, granted, condescended, concluded, and agreed upon by and between the said parties, to these present Indentures, that it shall and may be lawful, to and for the said *G. F.* his Heirs and Assigns, to have, take, and receive, all and singular the Rents, Issues, and Profits of the Premisses, to his or their own proper use and behoof, until default of payment of the said several Sums of Money before mentioned, or any of them, or any part or parcel of them in part, or in all, at any of the said days and times before limited for payment thereof, without the let, trouble, denial, eviction, interruption, or disturbance of the said *T. M.* and *H. G.* their Heirs or Assigns, and without any account thereof, or for any part thereof to be had or made to the said *T. M.* and *H. G.* or either of them, their, or either of their Heirs or Assigns; he the said *G. F.* his Heirs and Assigns, paying and discharging in the mean time, as well the yearly Rent-charge of 50 l. issuing out of the Premisses, and payable yearly unto the Heirs and Assigns of *E. F.* late Cit. and Clothw. of *L.* deceased; as also all such Taxes, Rates, Payments, and Duties whatsoever, which shall from time to time happen to be taxed, rated, imposed, or otherwise become due and payable, for and in respect of the Premisses, or any part thereof. In witnesse, &c.

Of

Of a Demise of a Messuage, by way of Mortgage, &c.

This Indenture made &c. Between *J. F.* of the one part, and *G. S.* of the other part, Witnesseth, That whereas the said *G. S.* by Deed indented under his hand and Seal, bearing date &c. hath bargained, sold, demised, granted, and to Farm letten unto the said *J. F.* his Executors &c. all that Messuage &c. To have and to hold the Messuage &c. from the date of the said Indenture for 99 years, under the yearly Rent of one Pepper-Corn, as by the said recited Indenture, relation being thereunto had, more at large appeareth. Now this Indenture witnesseth, That the said *J. F.* for divers good causes and considerations him thereunto moving, hath bargained, sold, betaken, and to Farm letten, and by these Presents, doth bargain, sell, betake, and to Farm let, unto the said *G. S.* his Executors, Administrators, and Assigns, the said Messuage &c. and the Reversion and Reversions, Rents, Issues, and Profits, of all and singular the said Messuages and Premisses, and of every part and parcel thereof, To have and to hold the said Messuage &c. unto the said *G. S.* his Executors, &c. from the Ensealing and Delivery of these Presents, unto the end and term of 99 years from thence next ensuing, and fully to be compleat and ended. Provided always, and these Presents are upon this condition, nevertheless, that if the said *G. S.* his heirs &c. do not, or shall not from henceforth yearly, and from year to year, for and during the natural lives of *R. F.* and *S. F.* Children of the said *J. F.* and the longer liver of them, well and truly pay, or cause to be paid unto the said *J. F.* his Executors, &c. such a Sum or yearly Rent, at such a place and dayes in every year, by equall portions, without any Deduction, Allowance, Abatement, or Defalcation whatsoever; That then, and from thenceforth, this present Lease of the same Premisses, shall cease, determine, and be utterly void and of none effect, to all intents and purposes, as if these Presents had never been made; and then, and at any time afterwards, it shall and may be lawful unto, and for the said *J. F.* his Executors, &c. to enter into, and upon the said Messuages and Premisses, or any part thereof, in the name of the whole; and the same to have again, retain, and re-possess, as in his and their first and former Estate. And the said *G. S.* his Executors, Administrators, and Assigns, and all other Occupyers of the Premisses, there out, and from thence utterly to expel, put out, and amove, this Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *G. S.* &c. doth covenant with the said *J. F.* &c. that the said *G. S.* his heirs &c. or some of them, shall and will from time to time, and at all times hereafter, during the natural lives of the said *R. F.* and *S. F.* Children of the said *J. F.* and the life of the longer liver of them, well and truly pay, or cause to be paid unto the said *J. F.* his Executors &c. the said Annual Sum, or yearly payment of &c. at the place, dayes, and times above-mentioned for payment thereof, and in manner and form aforesaid, without making Default of payment, of or in any one point thereof, and without any Deduction, Allowance, Abatement, or Defalcation whatsoever; and

and that he the ſaid *G. S.* his Executors, &c. ſhall from time to time and at all times during the natural life and lives of the ſaid *R. F.* and *S. F.* and the life of the longer liver of them, well and ſufficiently repair, uphold, ſupport, ſuſtain, and maintain, and keep the ſaid Meſſuage, &c. in, by, and with all and all manner of needful and neceſſary reparations and amendments whatſoever, when, where, or as often as need ſhall require. And alſo, That it ſhall and may be lawful to and for the ſaid *J. F.* his Executors or Aſſigns, with Workmen or others, in his, their, or any of their companies, or without twice in every year, yearly, during the natural lives and life of the ſaid *R. F.* and *S. F.* and the life of the longer liver of them, to enter and come into the ſaid Meſſuage or Tenement in every or any part thereof, there to view, ſearch, and ſee the ſtate of the reparations of the ſame, and of every part thereof, and all ſuch defaults and wants of repair, as upon every ſuch view or ſearch ſhall be found, to give or leave notice or warning in Writing at the ſame Premiſſes, or ſome part thereof unto, or for the ſaid *G. S.* his Heirs or Aſſigns, to repair or amend the ſame defaults and wants of Reparations within the ſpace of 6. moneths then next enſuing. And it is laſtly, the agreement of the ſaid *J. F.* for himſelf, his Executors, &c. to and with the ſaid *G. S.* his Heirs &c. by theſe preſents, That the ſaid *G. S.* his heirs, &c. paying the ſaid yearly Sum of &c. in form aforeſaid, and performing, fulfilling, and keeping all and ſingular other the covenants, grants, clauſes, and agreements herein contained, on his and their parts, to be done and performed, ſhall and may peaceably and quietly have, hold, occupy, poſſeſs and enjoy all and ſingular the Meſſuages and Premiſſes above herein and hereby granted, and to ſome letten with their Appurtenances, and every part thereof, during the ſaid term thereby granted without any let, trouble, interruption, incumbrance, or diſturbance, of or by the ſaid *J. F.* his Executors, &c. or any of them, or any other perſon or perſons lawfully claiming, or which ſhall or may lawfully claim by, from, or under him, them, or any of them. In witneſſe &c.

A good Mortgage by Deed inrolled, and Defeaſance thereupon, with a Clauſe if the money be not paid according to the Proviſo, *That the Mortgagee, paying a further Sum, ſhall have the Land eſtabliſhed.*

This Indenture, &c. between *P. R.* Cit. and D. of *L.* and *W. D.* of *C.* in the Pariſh of *L.* in the County of *L.* Chapman on the one part, and *J. S.* of *S.* in the County of *L.* Eſq. Son and Heir of *J. S.* late of *S.* aforeſaid Eſq; deceaſed on the other part, Witneſſeth, That whereas the ſaid *J. S.* party hereunto, by Indenture of Bargain and Sale, under his hand and ſeal, bearing the day of the date of theſe preſents, and ſealed and delivered at one inſtant of time, together with theſe Preſents, and intended to be inrolled in the High Court of *Chancery*, for and in conſideration of the Sum of 500 l. of &c. therein mentioned to be to him paid by the ſaid *P. R.* and *W. D.* hath granted, bargained, ſold

sold, aliened, enfeoffed, and confirmed unto the said *P. R.* and *W. D.* and to their Heirs and Assigns for ever, all that Capital Messuage and Tenements, &c. as by the said recited Indenture of Barg in and Sale (Relation being thereunto had) more at large appeareth. It is nevertheless provided, covenanted, granted, concluded, conditioned, condescended, declared, and agreed, by and between all the said parties to these presents, for them, their Heirs, Executors, Administrators, and Assigns, and each and either of them the said *P. R.* and *W. D.* severally and respectively by and for himself, his respective Heirs, Executors, Administrators and Assigns, and not joyntly, nor one for another, nor one for the act of another, doth covenant, promise, grant, condescend, and agree, to and with the said *J. S.* party hereunto, his Heirs and Assigns, and every of them by these presents, That if the said *J. S.* party hereunto, his Heirs, Executors, Administrators, or Assigns, or any of them, do and shall yearly and every year, for and during the space of 7. years, to be accounted from the day of the date of these Presents, well and truly pay, or cause &c. unto the said *P. R.* and *W. D.* or either of them, their or either of their Executors, Administrators or Assigns, at the now dwelling house of &c. the yearly Sum or annual payment of 40 l. of &c. on the 25. day of *D.* and the 25. day of *J.* in every year by equal portions, without any deduction, allowance, abatement, or defalcation to be had, made, or claimed, for or by reason, colour, or means of any Taxes or Assessments to be laid or set upon the Messuage, Lands, and Premises aforesaid, or any part thereof, or by colour or means of any Order or Orders, Ordinance or Ordinances, Act or Acts of Parliament, made or to be made, or otherwise howsoever. The first payment thereof to begin and be made on the 25. day of *D.* next ensuing the date of these Presents. And also, if the said *J. S.* party hereunto, his Heirs, Executors, Administrators, or Assigns, do well and truly pay, or cause &c. unto the said *P. R.* and *W. D.* or either of them, or to the Executors, Administrators, or Assigns of them, or either of them, at the place of payment aforesaid, the Sum of 500 l. of like &c. on the 20 day of *J.* which shall be in the year, &c. and do make no default of payment, of or in any one payment of the Sums of money aforesaid: And also, if upon convenient notice given or left at the said Capital Messuage, after the expiration of 2. years now next ensuing, he the said *J. S.* his Executors or Administrators, shall within 6. moneths next after such notice pay or cause to be paid to the said *P. R.* and *W. D.* or either of them, their or either of their Executors, or Administrators, the said Sum of 500 l. and such Consideration as shall be then behind and unpaid, according to the rate of use, that then and from thenceforth the said recited bargain and sale, and the uses thereof limited, shall cease, determine, and be utterly void and of none effect. And that then or at any time afterwards, the said *P. R.* &c. their Heirs or Assigns, shall and will upon the reasonable request of the said *J. S.* party, &c. his Heirs or Assigns, yield and deliver up the said Indenture of bargain and sale, and that part of these present Indentures which is under the hand and seal of the said *J. S.* party, &c. if the same be not in the mean time casually lost, destroyed, cancelled, or defaced by fire or otherwise, upon him the said

J. S.

I. S. party, &c. his Heirs or Assigns, to be cancelled and made void, together with all and singular the Deeds and Evidences mentioned in the Schedule of Inventory hereunto annexed, living in ease of calualty as aforesaid, safe and uncancelled; and then also or at any time afterwards, the said *P. R.* &c. their Heirs or Assigns, shall and will upon the like reasonable request, and at the costs and charges in the Law of the said *I. S.* party, &c. his Heirs or Assigns, grant, re-convey, and re-assure all and singular the Capital Messuage, Tenement, or Mansion-house, Lands, and Hereditaments, in and by the said recited Indenture of bargain and sale granted, bargained, sold, and conveyed with their Appurtenances, and every part and parcel thereof unto the said *I. S.* party, &c. his Heirs and Assigns, or to such other person or persons, as he or they shall in that behalf direct and appoint, freed and discharged of and from all and all manner of former Estates, Leases, Dowers, Titles, Troubles, Charges, and Incumbrances, had, made, committed or done by them the said *P. R.* &c. their Heirs and Assigns, or any of them, at any time or times before the making of such Conveyance or re-assurance, as by the said *I. S.* party, &c. his Heirs or Assigns, or his or their Council learned in the Law, shall be reasonably devised or advised and required, so, that in such Re-assurance, no greater or other warranty be included then only against the said *P. R.* &c. respectively, their respective Heirs and Assigns: And so as for the doing thereof, the parties who are to joyn therein be not compelled to travel further, then the Cities of *L.* and *W.* or one of them. And the said *I. S.* party, &c. for himself, his Heirs, Executors, Administrators, and Assigns, and for every of them, doth covenant, promise, grant, and agree to and with the said *P. R.* &c. and either of them, their and either of their Executors, Administrators, and Assigns, by these Presents, That he the said *I. S.* party, &c. his Heirs, Executors, Administrators and Assigns, or some of them, shall and will from time to time well and truly pay, or cause, &c. unto the said *P. R.* &c. their Executors, Administrators, or Assigns, the said yearly sum or annual payment of 40 *l.* of &c. for and during the said term of 5. years, and the said Sum of 500 *l.* of &c. at the place severall dayes and times above mentioned for payment thereof and in manner and form aforesaid, without making default of payment, of or in any one payment thereof, and without any deduction, abatement, allowance, or defalcation to be had, made, or claimed, for, or by colour, or means of any Taxes or Assessments to be laid or set upon the Messuage, Lands, and Premisses aforesaid, or for, or by reason of any Act, Order, or Ordinance of Parliament, or otherwise howsoever. And that in case the said *I. S.* party, &c. his Heirs, Executors, Administrators, or Assigns, do or shall make any default of payment of or in any one payment of or in any one paymen of the yearly sum of 40 *l.* above mentioned, or of the said sum of 500 *l.* or any part thereof, contrary to the form of the covenant or condition above expressed: Then at the said *P. R.* his Executors, Administrators, or Assigns, do and shall at any time afterwards within the space of 6. moneths next after any such default of payment as aforesaid, well and truly pay or tender to be paid unto the said *I. S.* his Heirs or Assigns, &c. a further sum of 500 *l.* of &c. (deducting and defalking

falling out of the ſame, all ſuch Sum and Sums of money, as ſhall then be due and payable for the intereſt of the ſum of 500 l. firſt above mentioned, That then or at any time afterwards, he the ſaid *I. S.* his Heirs or Aſſigns, ſhall and will upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *P. R.* &c. their Heirs or Aſſigns, or any of them, well and ſufficiently, and in due form of Law, grant, releaſe, convey, and aſſure all and ſingular the ſaid Capital Meſſuage, Tenement, or Manſion-houſe, Lands, and Premiſſes above mentioned, with their Appurtenances, and all his and their Eſtate, Right, Title, Intereſt, Power and Benefit of redemption, claim, and demand whatſoever, of, into, and out of the ſame, and every part thereof, unto the ſaid *P. R.* &c. their Heirs or Aſſigns, or ſuch other perſon or perſons as they, either or any of them ſhall in that behalf direct and appoint, freed and diſcharged of the Proviſoe, Condition or Agreement above mentioned, and of all power and benefit of redemption, by ſuch aſſurance and conveyance in the Law, as by the ſaid *P. R.* &c. And further, That in caſe the ſaid *P. R.* &c. their Executors or Aſſigns ſhall at any time hereafter before the end of the ſaid Term of 5. years be compelled or compellable by any Act or Ordinance of Parliament, made or to be made, or otherwiſe to accept and take after the rate of 6 l. *per cent.* for the forbearance of the ſum of 100 l. for one year, or leſſe then the ſum of 8 l. *per cent.* for the 500 l. above mentioned; That then he the ſaid *I. S.* party, &c. his Heirs or Aſſigns, ſhall and will at the end of 6. moneths after notice or warning in that behalf, given or left by the ſaid *P. R.* &c. their or either of their Executors, Adminiſtrators, or Aſſigns, at or in the ſaid Capital Meſſuage well and truly pay or cauſe to be paid unto the ſaid *P. R.* &c. their Executors, Adminiſtrators or Aſſigns, at the place of payment aforeſaid, the ſaid ſum of 500 l. and all ſuch part, and ſo much of the ſaid annual ſum of 40 l. above mentioned, as ſhall be then in arrear unpaid and unſatisfied. And it is laſtly the agreement of the ſaid *P. R.* &c. for themſelves, their Executors, and Aſſigns, that the ſaid *I. S.* party, &c. his Heirs and Aſſigns, ſhall and may have, hold, and enjoy all and ſingular the ſaid Capital Meſſuage, Tenement or Manſion-houſe, Lands, and Hereditaments, and every part thereof, and receive and take the Rents and profits thereof to his own proper uſe, untill default of payment made of or in ſome one payment of the payments aforeſaid, contrary to the form above declared, without any let, hinderance or impediment, of or by the ſaid *P. R.* &c. or either of them, their or either of their Heirs, Executors or Aſſigns, or any of them. In witneſſe, &c.

A Mortgage of Land to Two in Common.

THis Indenture between the Right Honorable *F.* Earl of *B. &c.* on the one part, and *R. M.* Cit. and *G.* of *L.* and *J. B.* Cit. and *M.* of *L.* on the other part; Witnesseth, That the said Earl, for, and in consideration of the Sum of 1000 l. of lawful, &c. to him the said Earl, before the ensealing of these Presents, paid by the said *R.* and *J.* whereof, &c. hath bargained, given, sold and granted, and by these presents, for himself and his Heirs, doth fully, clearly, and absolutely Bargain, &c. unto the said *R.* and *J.* their Heirs and Assigns for ever, all that the Rectory, Parsonage, Sheaf, Tythe, Grain, and Corn of *C.* in the County of *B.* and all the Manhon-House, and other Buildings of the said Rectory and Parsonage, and all the Gleeb-Lands, Meadows and Pastures, with the Appurtenances whatsoever, to the same Rectory or Parsonage belonging, or in any wise appertaining; and also all that the Manor of *W.* in the said County of *B.* with the Appurtenances, and all Houses, Buildings, Lands, Tenements, Meadows, Pastures, Woods, Rents, Reversions, Services, and Hereditaments whatsoever to the same Manhor belonging or appertaining, or accepted, reputed, taken, known, used or occupied, as part, parcel, or member thereof, together with all and singular other Lands, Tenements, Meadows, Pastures, Woods, Rents, Reversions, Services, and Hereditaments of him the said Earl, whatsoever in *C.* and *W.* aforesaid in the said County of *B.* and all and singular Courts-Letts, Liberties, Privileges, Franchises, Profits, Commodities and Jurisdictions, which he the said Earl hath or had, or may or ought to have in or upon the Premisses, or any part thereof, to have, hold, occupy, and enjoy the one moyety of all and singular the said Rectory, Parsonage, Garb, Sheaf, Tythe, Grain, and Corn of *C.* aforesaid, the Gleab-Land, and other the Premisses to the same Rectory or Parsonage belonging, and also the one moyety of all the said Manhor of *W.* with all the Lands, Tenements, and Hereditaments to the same Manner belonging, with all Lands, Tenements, Rents, Reversions, Services and Hereditaments, and other the Premisses, with all and singular their Appurtenances, before bargained and sold to the said *R. M.* his Heirs and Assigns for ever, to, and for the only use and behoof of the said *R. M.* and his Heirs and Assigns for ever, and to have and to hold one other moyety of the said Rectory and Parsonage, with the Appurtenances, and of the said Manhor of *W.* with the Appurtenances, and of all and singular other the above bargained Premisses to the said *J. B.* his Heirs and Assigns for ever, and to the only use, &c. to be holden of the chief Lord and Lords, of the Fee and Fees thereof, by the Rents and Services thereof, before due and accustomed. And the said Earl, for him, his Heirs, Executors and Administrators, and every of them, doth Covenant and Grant, to, and with the said *R. M.* and *J. B.* and either of them severally, and severally to, and with the Heirs, Executors, Administrators and Assigns, of either of them, in manner and form following, That is to say, That he the said Earl, at the sealing and delivery of these presents, is lawfully sole seised of, and in the said Rectory, Parsonage, Manhor, Lands, Tenements, and all other the Premisses, with the Appurtenances before bargained

Consideration 1000 l.

Sale to Two of a Rectory, &c.

Habend. of the one moyety to the one in Fee.

Habend. of the other moyety to the other in Fee.

Covenants with the Grants jointly for Seisure in Fee.

bargained and sold, of a good, perfect, sure, and in defeasible estate in the Law in Fee-simple, to, and for the only use of said Earl, and of his Heirs and Assigns, without any Defeasance, Condition or Mortgage. And that he the said Earl, of such Estate, hath full Power, and lawful Right to bargain, sell, give, grant, convey, and assure all and singular the said Parsonage and Mannor, with their Appurtenances, and all other the Premisses, with their Appurtenances, unto the said *R.* and *J.* their Heirs and Assigns, in form aforesaid for ever; and that the said Rectory, Mannor and Premisses now are, and during such Leases and Terms of years as are therein, or in any part thereof yet to come, shall continue of the clear yearly value of 100 Marks of, &c. by the Lease, shall or may lawfully remain and continue unto the Owners of the Reversion or Reversions thereof, and to their Heirs for ever. And also the said Earl covenanteth, &c. That as well the said Rectory and Parsonage, Mannor, and all other the Premisses, with the Appurtenances, as also the said *R.* and *J.* and every of them, their, and either of their Heirs, Executors and Administrators, for, and in respect of the same Rectory and Mannor, and other the Premisses, now be, and from time to time, and at all times from henceforth, shall and may be, remain and continue for ever, fully and clearly acquitted and discharged, or otherwise by the said Earl, his Heirs, Executors and Administrators, at all times well and sufficiently saved harmless, of, and from all manner of former Bargains, Sales, Feoffments, Gifts, Grants, Leases, Demises, Wills, Devises, Uses, Entails, Joyntures, Dowers, Titles, and Rights of Dowers, Statutes-Merchant, and of the Staple, Recognizances, Writings, Obligations, Judgments, Condemnations, Executions, Penalties, Forfeitures, Issues, Amerciaments, Intrusions, Rents-Charge, Rent-sack, Fines for Alienation, without Licence, by these presents, or otherwise, and of, and from all other Charges, Burdens and Incumbrances whatsoever they be, had, made, done or committed by the said Earl, or by any other person or persons, at, or before the ensealing and delivery of these presents, all and every Lease and Leases, Grants and Estates, before this time made to any person or persons of the Premisses, or any part thereof, upon which Leases, Grants and Estates, the old yearly Rents, or more are reserved, and during the continuance of the same, and every of them, shall be yearly due and payable to the Owners of the Reversion of the same Premisses, without fraud or covin, and the chief Rents and Services hereafter to be due to the chief Lord or Lords of the Fee or Fees thereof in respect of their Seignories onely, alwayes except. Provided alwayes, That if the said Earl, his Heirs, Executors, Administrators or Assigns, do pay, or cause to be paid unto the said *R. M.* his certain Attorney, Executors or Administrators, the Sum of 500 l. of, &c. at, &c. of the said *R.* &c. on the first day of *M.* next, &c. between the hours of, &c. That then this present Bargain and Sale, and all Uses raised or conveyed by this present Deed, and all Estates passed and transferred from the said Earl, to the said *R.* his Heirs and Assigns, by vertue and effect of these presents, of all that one moyety of all the said Rectory or Parsonage, with the Appurtenances, and of the said Mannor, with the Appurtenances, and of all and singular other the Premisses, with their Appurtenances, shall utterly cease and be void; and then, and from the time of the said 500 l. to the said *R. M.* his certain Attor-

Authority to sell.

Yearly value, during the present Leases.

Continuance of the value, to the Owners of the Reversion.

Discharge of Incumbrances.

Exception of Leases, and of the chief rents.

Condition to have again the Estate, for the payment of 500 l. to one, and 500 l. to the other.

Attorney, Executor or Administrator, or any of them so paid as aforesaid, it shall be lawful to the said Earl, his Heirs and Assigns, into all that Moyety of all and singular the Premisses, before by these presents conveyed to the said *R. M.* and his Heirs, to re-enter, and the same to have again, as in his or their former Estate, these presents, or any thing therein contained to the contrary notwithstanding. And also, provided alwayes, That if the said Earl, his Heirs, &c. do pay to the said *J. B. &c.* 500 l. of, &c. at, &c. on the said first day, &c. between the said hours, &c. that then, &c. *Viz.* Defeasance of the Estate of *J. B.* of the other moyety of the Premisses. And the said Earl covenanteth, &c. That if he break the Condition, &c. then to make several further Assurances, &c. And the said *J. B.* covenanteth, &c. That if the said Earl, his Heirs, Executors or Assigns, do pay, or cause to be paid unto the said *J. B.* his certain Attorney, Executor or Administrator, the sum of 500 l. of, &c. in manner and form afore appointed in these presents, that then, and from thenceforth the said *J. B.* his Heirs and Assigns, shall be and stand, and be seised of all that moyety of all the Premisses conveyed to the said *J. B.* and his Heirs as aboveſaid, to the only Use of the said Earl, his Heirs and Assigns: And that then also, and from thenceforth the said *J.* his Heirs and Assigns, at all times during 6 months, from thence next ensuing, at the reasonable request, and Costs and Charges of the said Earl, his Heirs, Executors or Assigns, shall and will do, make, knowledge and execute, all and every such Act and Acts, Thing and Things, Devise and Devises whatsoever in the Law, as by the said Earl, his Heirs or Assigns, or by his or their learned Council in the Law, for the better releasing and having back again, of all the said Moyety of all and singular the Premisses, with the Appurtenances, before conveyed to the said *J. B.* and his Heirs, shall be reasonably and lawfully devised or advised, with Warranty onely against the said *J. B.* and his Heirs: The like Covenant on the part of *R. M.* And also the said *R.* and *J.* for them, their Heirs and Assigns, do Grant and Agree by these presents, That the said *R.* and *J.* their Heirs and Assigns, shall permit and suffer the said Earl, his Heirs and Assigns, to have, take, and enjoy the Rents, and usual Profits of the Premisses, from thenceforth, untill the first day of *M.* now next coming, without any account thereof, or of any part thereof, to be made or given to the said *R.* and *J.* their Heirs or Assigns, or any of them: In witnesse, &c.

Further assurance, in case of breach.

In case of payment, the Mortgagees to stand seised to the Mortgagors use, and do acts for releasing, &c.

The Mortgagees to permit the Mortgagor to enjoy the Rents of the Premisses, till the time of Redemption.

A Recognizance of a 1000 *l. to* R. M. *and another of another,* 1000 l. *to* J. B. *from my Lord, made for performance of these Covenants.*

A Mortgage of Land, to save harmless of certain Bails and Sureties-ships.

THis Indenture, &c. between *J. B.* Cit. and G. of *L.* on the one part, and *R. B. &c.* on the other part: Witnesseth, That whereas the said *R. B.* with the said *J. B.* and at his special Request, and for the only Debt of the same *J.* by one Obligation dated, &c. did become, joyntly and severally bound unto *A. M. &c.* in the sum of 120 l. of, &c. for the payment of 100 l. of lawful

money,

money, to have been paid at a day now past, as by the said Obligation and Condition thereof more plainly may appear. And whereas the said *R.* and one *J. S.* before, at the entreaty, and by the special means of the said *R. B.* have taken the said *J. B.* to Bail in an Action of Trespass, the Damage laid at 224 l. brought against the said *J. B.* in the Compter in *W.* in *L.* at the Suit of *M. S.* Goldsmith, and *W. C.* Grocer, as by the Records remaining in the Compter aforesaid will appear. And whereas also the said *R. B.* and *J. S.* at the entreaty, and by the means of the said *R. B.* have taken the said *J. B.* to Bail in the Compter in the Poultrey in *L.* in an Action of Debt of 89 l. 12 s. 7 d. there brought against the said *J. B.* at the Suit of one *R. T. &c.* as by the Records, &c. And whereas moreover one *M. C.* of the Town of *S.* Draper, by an Attachment made in *L.* as of Goods of the said *M. S.* and *W. C.* supposed in the hands of the said *J. B.* had recovered against the same *J.* 47 l. 2 s. 6 d. &c. whereupon the said *J.* hath now brought a Writ of *Error*, and upon allowance of the same Writ, the said *R. B.* and *J. S.* as in that case is accustomed, are become Sureties for the said *J. B.* and where also the said *R. B.* hath undertaken to save harmless the said *J. S.* of, and for all the Premisses. Now the said *J. B.* for, and in consideration, that the said *R. B.* his Heirs, Executors and Administrators, and every of them, and all the Lands, Tenements, Goods, and Chattels of the said *R. B.* his Heirs, Executors and Administrators, and every of them, from time to time, and at all times hereafter, shall as well be clearly saved and kept harmless, of, and for all and singular the Bonds, Bail, Suretyships, and other Charges whatsoever, here above in these presents expressed and recited: And also thereof and therefrom shall be clearly discharged, or before such time as thereto is hereafter, assigned in these presents; hath given, granted, bargained and sold, and by these presents, &c. to the said *R. B.* and to his Heirs and Assigns for ever, all that Messuage and Tenement, with the Appurtenances, some time in the Tenure and Occupation of one *T. R.* late parcel of, &c. scituate in the Parish of St. *B.* in *L.* commonly called the *G.* and now or late being in the proper Occupation of the said *J. B.* And all and singular Houses, Buildings, Yards, void Grounds, Profits, Commodities, Easements and Hereditaments to the said Messuage and Tenement belonging or appertaining, or therewith as any part thereof, now, or at any time heretofore had, used or occupied; And the Reversion and Reversions, of all and singular the Premisses: And all the Estate, Right, Title, and Interest of the said *J. B.* of, in and to the Premisses, and every part and parcel thereof, and all and singular Deeds, Evidences and Writings, touching or concerning the Premisses or any part thereof: To have and to hold the said Messuage and Tenement, with their Appurtenances, and all, and singular the Premisses above bargained and sold, with their Appurtenances, to the said *R.* his Heirs and Assigns for ever, to the only Use, &c. And whereas the late Dean and Chapiter of the Cathedral Church of St. *P.* in *L.* by their Indenture of Lease under their common Seal, bearing date, &c. did Demise, and lett to Farm the said Messuage and Tenement, with the Appurtenances, unto one *R. D.* then Citizen, &c. to hold to him and his Assigns, from the Feast of, &c. unto the end of 98 years, from the next ensuing, for the yearly Rent of 5 l. therefore yearly to be paid,

as by the ſaid Indenture of Leaſe, &c. the reſidue of which Leaſe, and term of years now to come, by lawful conveyance in the Law, by means of the ſaid *J. B.* and in truſt to be aſſigned and conveyed, at the pleaſure and appointment of the ſaid *J. B.* and of his Aſſigns, is to come unto *M. C.* of, &c. *J. C.* and *W. C.* &c. The ſaid *J. B.* for the better ſurety and aſſurance to ſave and keep harmleſs the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, and every of them, of, and for the Bonds, Bails, Suretyſhip, and Charges aforeſaid, hath delivered, bargained, and ſold to the ſaid *R. B.* the ſaid Indenture of Leaſe, and all Conveyances thereof. And by theſe preſents covenanteth, &c. That the ſaid *M. C. J. C.* and *W. C.* or the Survivors or Survivor of them, on this ſide the 24th day of *J.* which ſhall be in the year of our Lord God, &c. ſhall plainly and lawfully convey, aſſign, and ſet over all their Eſtate, Intereſt, and Term of years, of, and in the ſaid Meſſuage and Tenement, with the Appurtenances, yet to come; and the ſaid Original Indenture of Leaſe thereof, and all Conveyances of the ſame, unto ſuch perſon or perſons as the ſaid *R.* in that behalf ſhall name and appoint. Provided always, That if the ſaid *J. B.* his Executors, Adminiſtrators or Aſſigns, ſhall as well procure and cauſe, that the ſaid *R. B.* his Heirs, Executors and Adminiſtrators, on this ſide the ſaid 24th day, which ſhall be, &c. ſhall be clearly and abſolutely acquitted and diſcharged, of, from, and from all the Bonds, Bails, and Suretyſhip aforeſaid, and all other Charges wherewith the ſaid *R. B.* hath charged himſelf from the ſaid *J. B.* as aforeſaid; as alſo in the mean time, from time to time, do well and ſufficiently ſave harmleſs the ſaid *R. B.* his Heirs Executors and Adminiſtrators and all his and their Lands, Tenements, Goods and Chattels, of, and for the Bonds, Bails, Suretyſhips, and Charges aforeſaid, wherewith they, or any of them may be charged as aforeſaid, that not only the Gift, Grant, Bargain, and Sale of the ſaid Meſſuage and Tenement, and other the Tenements above made by theſe preſents, to the ſaid *R. B.* and his Heirs: But alſo the ſaid Grant and Aſſignment of the ſaid Leaſe, and of all other the Premiſſes above bargained, or covenanted to be bargained, ſhall be utterly void and fruſtrate. And that then, and from thenceforth it ſhall and may be lawful, as well to and for the ſaid *J. B.* his Heirs and Aſſigns, into the ſaid Free-hold of the above bargained Premiſſes, wholly to re-enter, and the ſame to have again, as in his or their former Eſtate, as alſo for the ſaid *M. C. &c.* or the Survivors or Survivor of them, their Executors or Adminiſtrators, or any of them, at, and by the appointment and agreement of the ſaid *J. B.* his Heirs or Aſſigns, into the ſaid Meſſuage and Tenement, with the Appurtenances, for the reſidue of the Term of years aforeſaid then to be to come, alſo to re-enter, and the ſame as in their former Eſtate to have again, theſe preſents, or any thing therein contained, to the contrary in any wiſe notwithſtanding. And alſo the ſaid *J. B.* covenanteth, &c. in form, &c. That he the ſaid *J. B.* now at the enſealing and delivery of theſe Preſents, is, and ſtandeth lawfully and ſolely ſeiſed, of, and in the ſaid Meſſuage and Tenement with the Appurtenances, of a good, perfect, ſure, abſolute, and rightful Eſtate in the Law in Fee-ſimple, either in Poſſeſſion or in Reverſion, immediately expectant, upon determination of the Leaſe and Term of years aforeſaid, without any condition or limitation of Uſe or Uſes, and that of

ſuch

such Estate, the said *J. B.* hath good, lawful, and absolute right and authority, to give, grant, bargain, sell, and assure the said Messuage and Tenement, with the Appurtenances, to the said *R. B.* his Heirs and Assigns for ever, to, and for the onely Use of the said *R.* his Heirs and Assigns for ever. And that the said Messuage and Tenement, with the Appurtenances, now are, and from henceforth shall be, stand, and continue unto the said *R. B.* his Heirs and Assigns for ever, clear and clearly discharged and acquitted, or otherwise at all times sufficiently saved harmless, of, and from all and singular former Bargains, Sales, Gifts, Grants, Leases, Estates, Titles, Charges, and Incumbrances whatsoever, the old accustomed Rents and Services hereafter to be due, to be paid and done to the chief Lord of the Fee or Fees of the Premisses, in respect of their Seigniory onely, and the said Lease for years to be conveyed and assigned over, &c, and by the appointment of the said *R. B.* his Heirs and Assigns as aforesaid, onely except and foreprised.

And also, that if it do happen the said Messuage and Tenement, with the Appurtenances, upon the Condition aforesaid, shall be forfeited to the said *R. B.* and his Heirs, that then, and at all times during 3 years then next following; the said *J. B.* and *M.* now his Wife, and the Heirs of the said *J. B.* at, and upon every reasonable Request, and at the Costs and Charges in the Law only of the said *R. B.* his Heirs, Executors and Assigns, shall and will do, make, knowledge, suffer and execute, and cause to be done, &c. all, and every such further Act and Acts, Thing and Things in the Law, for the further and better conveyance, assurance, and sure making of the said Messuage and Tenement, and other the above bargained Premisses, with their Appurtenances, to be had, conveyed, and made sure to the said *R. B.* his Heirs and Assigns, for their own Use for ever, as by the said *R. B.* his Heirs or Assigns, or by his or their Council Learned in the Laws of this Realm, shall be lawfully and reasonably devised or advised; be it by Fine, Feoffment, Deed or Deeds inrolled, release with warranty against all men, or without warranty, Recovery with Vouchers or Voucher, or by any other lawful way or means whatsoever. And the said *R. B.* covenanteth, &c. to permit and suffer the said *J. B.* and his Assigns, to occupy the said Messuage and Tenement, with the Appurtenances, keeping the same well and sufficiently repaired in all things, untill the said, &c. which shall be, &c. so as the same Messuage and Tenement be not in the mean time forfeited to the said *R. B.* and his Heirs, upon the Condition above in these presents expressed, and not otherwise: In witness, &c.

A good Mortgage by way of Leaſe for 500 years.

THis Indenture, &c. Between *T. P.* of *I.* in the County of *S.* Gent. Son and Heir of *T. P.* late of *N.* in the ſame County, Dr. of Phyſick deceaſed, on the one part, and *T. B.* of the City of *L.* Merchant on the other part, Witneſſeth, That the ſaid *T. P.* party to theſe Preſents, for and in conſideration of the Sum of 800 *l.* of &c. to him in hand, paid by the ſaid *T. B.* at and before the Enſealing and Delivery of theſe Preſents. The Receipt whereof, the ſaid *T. P.* party to theſe Preſents, doth hereby acknowledge himſelf therewith fully ſatisfied; and thereof, and of every part thereof doth clearly acquit, exonerate, and diſcharge the ſaid *T. B.* his Executors, and Adminiſtrators, by theſe Preſents; hath bargained, ſold, demiſed, granted, and to Farm letten, and by theſe Preſents doth, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns; all that the Mannor of *H.* in the County of *S.* with the Rights, Members, and Appurtenances thereof, and all Meſſuages, Houſes, Waters, Mills, Lands, Tenements, Meadows, Paſtures, Feedings, Woods, Underwoods, Commons, Hearths, Furs, Moors, Marſhes, Waſts, Profits, and Perquiſits of Courts, Rent of Copy-holders, and Free-holders, Chief-Rents, Quit-Rents, Rents of Aſſize, Fines, Herriots, Amerciaments, Services, Reverſions, Royalties, Priviledges, Franchiſes, Juriſdictions, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſaid Mannor belonging or appertaining; or accepted, reputed, or taken, as part, parcel, or member thereof: And alſo all that Tenement, with the Cloſe, or parcel of Paſture, wherein the ſaid Tenement ſtandeth, containing by eſtimation &c. be the ſame more or leſs, ſcituate, lying, and being in the Pariſh of *H.* in the County of *S.* now or late in the ſeveral Tenures or Occupations of &c. or of their Aſſigns. And alſo all that piece &c. and all Woods, Under-Woods, Timber, and Trees, ſtanding, growing, or being, in, upon, or about the ſeveral Cloſes, pieces, or parcels of Ground above-mentioned, and every or any part thereof. And all Ways, Waters, Commons, and Common of Paſture, Profits, Commodities, Hereditaments, and Appurtenances whatſoever, to the ſaid Tenement, and ſeveral Cloſes or parcels of Land or Ground, and every or any of them belonging or appertaining, or with them, or any of them uſed, occupyed, or enjoyed: And all other the Meſſuages, Lands, Tenements, and Hereditaments, which were conveyed and aſſured, by and from *G. S.* of &c. and *J. W.* of &c. to the ſaid *T. P.* deceaſed, in and by a certain Indenture of Bargain and Sale, under their Hands and Seals, bearing date &c. and inrolled in the High-Court of *Chancery*. And the Reverſion and Reverſions, Rents, Iſſues and Profits, of all and ſingular the Mannor, Tenement, Lands, and Premiſſes, above-mentioned, and every part thereof, To have and to hold all and ſingular the ſaid Mannor, Tenement, and ſeveral Cloſes and parcels of Land, and all other the Premiſſes above, in and by theſe Preſents, demiſed, granted, bargained, and ſold, with their and every of their Appurtenances, and the Rents and Reverſions thereof, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, from the enſealing and delivery of theſe preſents, unto the end and term

...of 500 years from thence next ensuing, and fully to be compleat and ended without impeachment of or for any manner of Waste, strip, or spoyl, yielding and paying therefore yearly and every year during the said term unto the said *T.P.* party hereunto, his Heirs and Assigns, the yearly Rent of one Pepper corn, on the Feast day of *All-Saints* in every year (if it be demanded, and no more). Provided always, and these Presents are upon this Condition, Nevertheless, That if the said *T.P.* party hereunto, his Heirs, Executors, Administrators or Assigns, or any of them, do and shall yearly and every year from henceforth for and during the term of 5. years now next ensuing, well and truly pay or cause to be paid unto the said *T.B.* his Executors, Administrators, or Assigns, at the &c. in *London*, the yearly Sum or annual payment of 48 l. of &c. on the 26th day of *J.* and 26th day of *J.* in every year by equal portions. The first payment thereof to begin and be made on the 26th day of *J.* now next ensuing. And also if the said *T.P.* party hereunto, his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay or cause to be paid unto the said *T.B.* his Executors, Administrators, or Assigns, at the place of payment aforesaid, the Sum of 800 l. of like good and lawful money of *E.* on the 26th day of *J.* which shall be in the year, &c. And in case the said *T.P.* party hereunto, shall be minded to repay the said 800 l. before the end of the said 5. years, and do and shall give or leave notice or warning thereof in Writing, at the now dwelling house of the said *T.B.* in &c. on any 20th day of *Ja.* or 20th day of *J.* within the last 2. years of the 5. years aforesaid, and do and shall truly pay to the said *T.B.* his Executors or Assigns, at the place of payment aforesaid, the Sum of 800 l. of &c. at the next half years day of payment then ensuing, together with all such part and so much of the said yearly Sum of 48 l. as shall be then due and payable: And do make no default of payment of or in any one payment of the Sums of money aforesaid, That then and from thence-forth this present grant, bargain, sale and demise of all and singular the same Premisses shall cease, determine, and be utterly void and of none effect, to all intents and purposes, as if the same had never been made; This Indenture, or any thing herein contained to the contrary thereof in any wise notwithstanding. And the said *T.P.* party hereunto, for himself, his Heirs, Executors, and Administrators, and for every of them, doth covenant, promise, grant, and agree, to and with the said *T.B.* his Executors, Administrators, and Assigns, and to and with every of them by these presents, in form following, That is to say, That he the said *T.P.* party hereunto, at the ensealing and delivery of these Presents, is the very true, lawful, and rightful owner of the said Mannor, Tenement, Lands, and all other the Premisses above herein, and hereby demised, granted, bargained and sold, or meant, mentioned, or intended to be hereby demised, granted, bargained and sold, with their Appurtenances, and of every part and parcel thereof. And now is and standeth lawfully seised in his demesne, as of Fee of and in all and singular the said Mannor, Tenement, Lands, and Premisses, with their Appurtenances, and of every part thereof, of a good, sure, lawful, perfect, rightful absolute and indefeazable Estate of Inheritance in Fee-simple, without any Reversion, Remainder, Limitation of Use or Uses, power of Revocation, or other matter or thing whatsoever, of or in any person or per-

ſons, to alter, change, or determine the ſame. And that he the ſaid *T. P.* party to theſe Preſents, now hath in himſelf full power, good and perfect right, and lawful authority, to demiſe, grant, bargain, and ſell, all and ſingular the ſaid Mannor, Tenement, Lands, Hereditaments and Premiſſes above mentioned, with their Appurtenances, and every part thereof, unto the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of 500 years, in manner and form aforeſaid, and according to the true intent and meaning of theſe preſents. And alſo, That the ſaid *T. B.* his Executors, Adminiſtrators and Aſſigns, ſhall and may from time to time, and at all times (from and after default of payment made of the ſeveral Sums of money aforeſaid, or any of them, or any part thereof) peaceably and quietly enter into, have, hold, occupy, poſſeſs, and enjoy the ſaid Mannor, Tenement, Lands, Hereditaments and Premiſſes above, in and by theſe Preſents demiſed, granted, bargained and ſold, with their and every of their Appurtenances, and every part and parcel thereof, for and during the ſaid term of 500 years, without any let, trouble, interruption, incumbrance or diſturbance of or by the ſaid *T. P.* party hereunto, his Heirs, Executors, Adminiſtrators, or Aſſigns, or any of them, or of or by any other perſon or perſons whatſoever. And further, That the ſaid Mannor, Tenements, Lands, Hereditaments, and all other the Premiſſes above in and by theſe preſents mentioned, or intended to be herein and hereby demiſed &c. with their and every of their appurtenances, now are, and be, and ſo from time to time and at all times hereafter, for and during the ſaid term of 500 years, ſhall be, remain, and continue, and be had, holden, and enjoyed unto and by the ſaid *T. B.* his Executors, Adminiſtrators, and Aſſigns, (ſubject to the Proviſo or Condition above mentioned) free and clear, and freely and clearly acquitted, exonerated and diſcharged, of and from all and all manner of former, and other Gifts, Grants, Bargains, Sales, Leaſes, Joyntures, Dowers, Uſes, Wills, Entails, Statutes-Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rent-charge, Rent-ſeck, Annuities, yearly Payments, Fines, Iſſues, Amerciaments, Seizures, Sequeſtrations, and cauſe and cauſes of Sequeſtration. And of and from all other Eſtates, Titles, Troubles, Charges, and Incumbrances whatſoever, had, made, committed, ſuffered by the ſaid *T. P.* party hereunto, or by any other perſon or perſons whatſoever, the Rents and Services from henceforth to grow due and payable to the chief Lord and Lords of the Fee and Fees of the Premiſſes, in reſpect of his and their Seigniory and Seignories excepted and forepriſed. And except, one annuity or yearly Rent-charge of 10 l. *per annum*, iſſuing and payable out of the Premiſſes, or ſome part thereof, unto *E. M.* Mother of the ſaid *T. P.* party hereunto, for and during the term of her natural life, and no longer. And alſo except one Leaſe or Grant made of parcel of the Premiſſes, by the ſaid *T. P.* party, &c. unto the ſaid *T. L.* for a certain term yet enduring, at and under the yearly Rent of 42 l. And alſo except one other Leaſe made of other parcel of the Premiſſes, by the ſaid *T. P.* party &c. to the ſaid &c. for a certain term yet unexpired, whereupon the yearly Rent of 16 l. is reſerved and payable; which ſaid ſeveral yearly Rents of 42 l. and 16 l. in and by the ſaid ſeveral excepted Leaſes reſerved, ſhall from and after default of payment made of the Sums of money aforeſaid, or any of them, become due

and

and payable unto the ſaid *T.B.* his Executors, Adminiſtrators and Aſſigns, for and notwithſtanding any act or thing, had, made, or done, or to be had, &c. by the ſaid *T.P.* party, &c. or by any other perſon or perſons. And moreover, That the ſaid *T.P.* party, &c. and his Heirs, and all other perſon and perſons, and their Heirs, having, claiming, deriving, or pretending, or which can or may hereafter have or claim any manner of Eſtate, Right, Title, Intereſt, Claim, Benefit, or Demand, of, into, or out of the ſaid Mannor, Lands, Tenements, Hereditaments, and Premiſſes above mentioned, to be herein and hereby demiſed, granted, bargained, and ſold, with their Appurtenances, and every or any part or parcel thereof, (except as aforeſaid) ſhall and will from time to time, and at all times, from and after default of payment made of the Sums of money in the Proviſo and Condition aforeſaid expreſſed, or any of them, upon the reaſonable requeſt, and at the coſts and charges in the Law of the ſaid *T.B.* his Executors, Adminiſtrators, and Aſſigns, make, do, knowledg, levy, ſuffer, and execute, and cauſe and procure to be made &c. unto the ſaid *T.B.* his Executors, Adminiſtrators, and Aſſigns, all and every ſuch further, lawfull, and reaſonable Act and Acts, Thing and Things, Deeds, Deviſes, Grants, Releaſes, Conveyances, and Aſſurances in the Law whatſoever, for the further, and better, more perfect and abſolute granting, conveying, and aſſuring of the ſaid Mannors, Tenements, Lands, and Premiſſes, above herein and hereby demiſed, granted, bargained, and ſold, with their Appurtenances, and every part and parcel thereof, unto the ſaid *T.B.* his Executors, Adminiſtrators, and Aſſigns, for and during the ſaid term of 500 years, diſcharged of the Proviſo or Condition aforeſaid, and of all power and benefit of redemption: As by the ſaid *T.B.* by his Executors, Adminiſtrators, or Aſſigns, or his or their Counſel learned in the Law, ſhall be reaſonably deviſed or adviſed and required. And it is laſtly agreed by and between the ſaid parties to theſe preſents, for them, their Heirs, Executors, and Aſſigns; That the ſaid *T.P.* party, &c. his Heirs, Executors, and Aſſigns, ſhall and may have, hold, and enjoy the Premiſſes, and receive and take the Rents and Profits thereof, to his and their own proper uſes, untill the firſt default of payment ſhall be made of the Sums of money, in the Proviſo and Condition aforeſaid expreſſed, without any lett, hinderance or deniall of or by the ſaid *T.B.* his Executors, Adminiſtrators, or Aſſigns, or any of them: Any thing herein contained, to the contrary notwithſtanding, &c. In witneſſe, &c.

In a Bond to pay the money.
In a Bond for performance of Covenants.

PARTI-

PARTITION.

An Indenture Tripartite for division of Land holden by Lease into four parts by lotts, with very good Covenants.

THis Indenture Tripartite, &c. Between *W.G.* Cit. and V. of *L.* on the first part, and *H.P.* &c. on the 2d part; and *J.S.* Cit. and S. of *L.* on the 3d part, *Recitantur hic dimiss. mutatis mutandis, itaque &c. eatur.* And where also the said *W.W.* the Son hath alienes, assigned, bargained, sold, and set over, all and singular the said Mannors, Messuages, Lands, Tenements, and Hereditaments, and all other the Premisses, demised by the said Original Indenture of Lease, together with all his Estate, Right, Reversion, term of years, and Interest, of, in, and to the same, to the said *W.G. H.P.* and *I.S.* That is to say, to every of them one 3d part of all and singular the said Mannors, Messuages, Lands, Tenements, and Hereditaments, and of all other the Premisses, with their Appurtenances, as by his several Deeds of the same severally made to the said *W.G. H.P.* and *I.S.* bearing date, &c. now last past, will also appear. Now the said *W.G. H.P.* and *I.S.* do covenant, grant, and agree together, and every of them severally for himself, his Executors, Administrators, and Assigns, doth covenant, grant, and agree, to and with every other of them severally, their several Executors, Administrators, and Assigns, by these Presents, in manner and form following; That is to say, that they the said *W.G. H.P.* and *I.S.* their several Executors, Administrators, or Assigns, for every of their several parts, within the space of one month next after they or any of them shall be in possession of the Premisses, or any part thereof, to them assured and conveyed by virtue of the Interest or Title growing by the Original Indenture above recited, shall name and choose a several person for the dividing of the Premisses into 3. equal parts, and the same several persons so being chosen and named, every of the said parties for their several part, shall procure to come repair to and be at the Mannor-House of the said Mannor of *H.* on the 5th day next after the end of the said month, or sooner, as they in the mean time shall fortune to agree thereof together: And that then with all reasonable expedition, and without further putting off, every of the said parties, shall procure the person for their party brought to the said Mannor-House, to go in hand with the other persons to be brought thither by other parties, to survey and indifferently to part and divide all the Premisses as near as they can into 3. equal parts. And that every of the said parties, his Executors and Assigns, for their several

Covenant between these parties, every one to choose a several person for the division.

The parties to procure those persons to meet at a certain time and place, and to go in hand with the Division, &c.

For a Writing indented.

several part shall procure that the person on their part to be chosen for the division aforesaid, within 40 dayes next after such their survey shall be first begun, shall assent and agree to the making, and to seal and sign with his hand 3 several Writings indented, containing in them those 3. parts, whereinto the Premisses shall be divided, as aforesaid; That is to say, Every of the same Writings shall severally contain, name, and express by it self, one such several 3d part of the Premisses, as thereof shall be made in the said division. And the same Indentures, after they shall be so made and sealed, shall be put together under a Cap or Cloak, from thence to be drawn out by every of the said parties severally, one part thereof: And that every of the said parties for their several part, shall accept, receive, and hold for his full part of all the Premisses only that part thereof, which shall be contained and expressed in that Indenture, which shall be by him drawn as aforesaid: And before the opening of the same Indenture so by him to be drawn, then immediatly upon the drawing thereof, shall in the presence of the said Dividors suffer words of effect as followeth, to be endorsed on the said Indenture; That is to say, words expressing the name and firname of him that drew the same Indenture, and how that his part and purpart of all the Premisses to him fallen upon the division thereof, is contained and limited in and by the same Indenture, and also shall suffer to be endorsed the names of such persons as then shall be present at the same, for testifying and witnessing of the same. And further, That after such division made, every of the said parties for their several parts, shall be charged in mell to contribute and bear one equal 3d part of the said yearly Rent of 50 l. 13 s. 4 d. reserved yearly to be paid by the said Original Indenture of Lease, as also to keep and fulfill the Covenants and Agreements contained in the said Original Indenture of Lease thereafter, for the parts of the said *W. W.* the Father, and *W. W.* the Son, and their Assigns, to be kept for so much severally of the Premisses, as shall come to the part of such party, by reason of the said division to be made as aforesaid. And moreover, it is agreed and covenanted, by and between the said *W. G.* &c. and every of them severally, for himself, his Executors, Administrators, and Assigns, doth covenant, promise, grant, and agree, to and with every other of them, their Executors, Administrators, and Assigns, by these presents, in manner, &c. That is to say, That every of the said *W. H.* and *J.* their Executors, Administrators, and Assigns, for their several part, after such division made of the Premisses as aforesaid, and upon reasonable request of any other of the said parties, or of the Executors, Administrators, or Assigns of any of them, shall and will release and confirm the Estate, Right, and Interest to them, making such request, of all that part and purpart of the Premisses to their part fallen by such division as aforesaid, as by the party making such request, or by the learned Councel in the Law, of him, his Executors or Assigns, at any time during one whole year next after the said division made, shall be reasonably devised or advised.

The Lotts shall be put under a Cap or Cloak, and drawn out by the parties interested.

Every party shall hold for his third part that which shall be contained in his Lot.

Words endorsed in the Lotts before the opening.

Every party shall be charged with a third part of the Rent and Covenants in the Lease contained.

Each party shall release and confirm the Estate of the purparty of the other.

Provided alwayes, That the party making such Request as aforesaid, shall bear and pay the charges of the said confirmation, and release to be made as aforesaid. And provided also, that the same confirmation or Release, do not extend to bind the party which shall make the same to any further War-

ranty;

ranty then only against himself, his Executors or Assigns. And further, the said *W.G.* &c. for themselves, and for their several Executors, Administrators, and Assigns, and every of them, do Covenant, grant, and agree together by these presents, in manner &c. That is to say, That every of the said *W.H.* and *I.* their several Executors and Assigns, for their several parts, shall and will from time to time, during all the said term of 20 years, mentioned in the said Original Indenture of Lease, be ready to yield and pay one equal 3d part of the said yearly Rent of &c. at the place and last time limited to the payment thereof, or any part thereof, in and by the said Original Indenture of Lease, so often as the said yearly Rent, or any part thereof, shall happen so long to be behind, and shall not be paid in the mean time before hand. And further the said parties have agreed, and by these presents, do Covenant, grant, and agree, together for themselves &c. severally, in manner and form following; That &c. That the said Original Indenture of Lease, and the said Release or Deed of Conveyance thereupon made by the said *W.W.* the Father, to the said *W.W.* the Son, shall from thenceforth, during all the said term of 20 years, lye and remain in the custody and keeping of &c. indifferently, for the common use and behoof of all the said parties to these presents, and of their Executors and Assigns, from time to time, to be read, pleaded, and shewed forth, in the custody of the said &c. as any of them, shall have any such need or occasion. Provided always, That the said parties do severally agree by these presents, that none of the said parties, their Executors or Assigns, or any of them, shall demand or seek to have the said Indenture of Lease or Deed of Conveyance, or Release aforesaid, out of the hands or custody of the said &c. at any time, without the consent or good will of the said other parties to these presents, their Executors or Administrators, by any way or means whatsoever: In witnesse, &c.

A Partition between two Brothers, to whom Lands are joyntly given by their Fathers Will.

This Indenture made, &c. Between *J.B.* of *L.* of the one part, and *W.B.* of *L.* on the other part: Whereas *J. B.* late of *L.* deceased, Father of them the said *J.* and *W.* parties to these presents, being in his life-time seised in his Demesne as of Fee, of and in the several Messuages, Lands, Tenements, Meadows, Woods, and Hereditaments herein after particularly mentioned and expressed; That is to say, Of and in &c. and being so seized of the said Premises, with their and every of their Appurtenances, the said *J.B.* the Father, did by his last Will and Testament, bearing date &c. give and bequeath all and singular the said Houses, Lands, Tenements, Premisses, and Hereditaments before mentioned, with the appurtenances, to his said Sons *J.B. R.B W.B.* and *T. B.* and to their Heirs for ever, by the name of all his Lands and Tenements which he purchased of *R.S.* lying and being, &c. as by the said last Will and Testament of the said *J.B.* may appear. And whereas the said *R.B.* and *T. B.* before any partition of the Premises, or any part thereof, and before any Assignment or other Assurance made by them or either of them, of their said

parts

parts or portions, are both dead without Iſſue, ſo as their parts and portions of, and in all the ſaid Premiſes, is now lawfully veſted, and ſetled by way of Survivorſhip in the ſaid *J. B.* and *W. B.* parties to theſe preſents, and they being now fully minded and agreed, that the ſaid Premiſes ſhall be equally divided, and that a juſt partition thereof by conſent may be made between them, ſo as each of them the ſaid *J.* and *W.* may have in certainty his own part and portion, and diſpoſe thereof, as to them or either of them ſhall ſeem moſt convenient: And they the ſaid *I.* and *W. B.* with an unanimous aſſent and conſent, by the view, advice, aſſiſtance, approbation, and direction of *R. H. I. R. G. M.* and *H. M.* being of the Neighbour-hood of &c. and by the joynt conſent of them the ſaid *I.* and *W. B.* thereunto choſen and requeſted, have made full and perfect diviſion, ſeparation, and partition of the ſaid Meſſuages, Lands and Premiſes, with their Appurtenances, in manner and form following; That is to ſay, That he the ſaid *I. B.* the elder Brother, ſhall have, hold, and enjoy to him and his Heirs for ever in ſeveralty, as his Moyety, Part, and Portion, belonging to him, of the ſaid Premiſes, all that the ſaid Meſſuage or Tenement, with the Appurtenances, called &c. And alſo &c. pounds of lawful money of *England*, to be paid unto the ſaid *I. B.* by the ſaid *W. B.* in regard that the ſaid Meſſuage or Tenement called &c. and the Lands and Premiſes hereafter mentioned to be aſſigned and appointed to the ſaid *W.* are ſo much more in value then the Premiſes allotted, parted, and divided, to be the portion and ſhare of the ſaid *I. B.* as aforeſaid. And that he the ſaid *W. B.* the younger Brother, ſhall have, hold, and enjoy to him and his Heirs for ever in ſeveralty, as his Moyety, part, and portion of all the ſaid Premiſes, all that Meſſuage, with the Appurtenances called &c. And this Indenture witneſſeth, That they the ſaid two Brothers *I. B.* and *W. B.* are fully ſatisfied, contented, and agreed with the ſaid partition and diviſion ſo made as aforeſaid, and do hereby for themſelves ſeverally, and their ſeveral Heirs, aſſent, conſent, and agree unto the ſame accordingly: And for a ſure confirmation and ratification of the ſaid partition and diviſion ſo made as aforeſaid, and for avoiding all ambiguities, doubts, variances, and contentions which might hereafter chance to ariſe, touching and concerning the ſame, it is hereby covenanted, granted, promiſed and agreed by and between the ſaid parties to theſe preſents, for them, their heirs, Executors, and Adminiſtrators, in manner and form following; That is to ſay, That the ſaid partition and diviſion of the Premiſes ſo made as aforeſaid, ſhall be and enure, and ſhall be adjudged, deemed, and taken to be as good, effectual, and available in the Law, to all intents and purpoſes whatſoever, as any diviſion or partition might or could have been made, in any manner of wayes whatſoever, and howſoever. And the ſaid *I. B.* party to theſe preſents, for him, his heirs, Executors, and Adminiſtrators, and for every of them, doth Covenant and grant, to and with the ſaid *W. B.* his heirs, Executors, Adminiſtrators and Aſſigns, and to and with every of them, by theſe preſents, that he the ſaid *W. B.* his heirs and Aſſigns, and every of them, ſhall and may, from time to time, and for ever hereafter, have, hold, and enjoy from him the ſaid *I. B.* and his heirs, divided in ſeveralty and not in joynture, for his full Moyety, part, purpart, and portion, of all and ſingular the ſaid Meſſuages, Lands and Premiſes, ſo to them the ſaid

I. and

I. and *W. B.* given, deviſed, and bequeathed by the ſaid Father *I. B.* deceaſed as aforeſaid, and in full recompence and ſatisfaction thereof, and of every part thereof, all and ſingular the ſaid Meſſuage or Tenement, Lands, Tenements, and premiſſes, with the appurtenances, above, in and by theſe preſents recited, allotted, appointed, or ſet forth, or meant, mentioned, expreſſed to be allotted, appointed, and ſet forth for the Moyety, part, purpart, and portion of the ſaid *W. B.* And further alſo, That he the ſaid *I. B.* party to theſe preſents, and his heirs, ſhall and will, from time to time, and at all times hereafter, during the ſpace of 7. years now next enſuing, at the reaſonable Requeſt, and at the proper coſts and charges in the Law of the ſaid *W. B.* his heirs or Aſſigns, or any of them, do, make, knowledge, perfect, execute, and ſuffer, or cauſe to be made, done, knowledged, executed, and ſuffered unto the ſaid *W. B.* his Heirs and Aſſigns, or any of them, all and every ſuch further and other Act and Acts, Thing and Things, Deviſe and Deviſes, Aſſurance and Aſſurances in the Law whatſoever, as by the ſaid *W. B.* his Heirs and Aſſigns, or by his or their Council Learned in the Law, ſhall be reaſonably deviſed, adviſed, or required, for the further and more perfect aſſuring and ſetling of ſo much of the ſaid Premiſſes in the ſaid *W. B.* and his Heirs, as by the ſaid diviſion and partition above mentioned is allotted and appointed to the ſaid *W. B.* and his Heirs, be it by Fine, Feoffment, Recovery, with ſingle or double Voucher or Vouchers, Deed or Deeds, inrolled or not inrolled, Releaſe, Confirmation, with warranty againſt him the ſaid *J. W.* and his Heirs, or without warranty, or by all or any of theſe wayes or means, or by any other wayes or means whatſoever, ſo as the ſaid *J. B.* and his Heirs, for the doing thereof, be not compelled to travell further then to the Cities of *L.* and *W.* And further alſo, that he the ſaid *J. B.* his Heirs Executors, Adminiſtrators and Aſſigns, ſhall and will, from time to time, and at all times hereafter, upon reaſonable Requeſt and Requeſts in that behalf made; not only permit and ſuffer the ſaid *W. B.* his Heirs and Aſſigns, and all and every other perſon and perſons, by him, them, or any of them, thereunto Deputed and Aſſigned, to Writ and Copy out true Copies of all ſuch Deeds, Evidences, Charters, Eſcripts, Minuments, and Writings whatſoever, touching or concerning the Premiſſes, with the Appurtenances herein before mentioned, or any part or parcel thereof; but alſo ſhall and will, when, and as often as need ſhall require, ſhew forth in any of his Majeſties Courts of Records, or elſe-where, all ſuch Deeds, Evidences, Tranſcripts, and Exemplifications of Fines and Recoveries, Charters, Writings, Eſcripts and Minuments whatſoever, touching or concerning the Premiſſes, or any part thereof, which ſhall be in his, their, or any of their Hands, Cuſtodies or Poſſeſſions, or as many of them as ſhall be needful to be ſhewed forth for the manifeſtation or defence of the Eſtate, Title, Intereſt, and Poſſeſſion of the ſaid *W. B.* his Heirs or Aſſigns, or any of them, of, in, or to the Premiſſes, with the Appurtenances herein before meant, mentioned, or intended to be allotted, ſet forth, and appointed to the ſaid *W.* and his Heirs as aforeſaid. And further alſo, That he the ſaid *J. B.* his Heirs and Aſſigns, ſhall and will, from time to time, and at all times hereafter, ſatisfie and pay to the Lord or Lords of the Manner of &c. (of whom all the ſaid Premiſſes are holden) for the quit-rent of the Moyety of the ſaid Premiſſes,

mises, the sum of, &c. being the Moyety of, &c. yearly due to the Lords of the said Manor, for the quit-rent of all the Premisses herein before mentioned, and the said *W. B.* for him, his Heirs, Executors and Administrators, and for every of them, doth Covenant and Grant, to, and with the said *J. B.* his Heirs and Assigns, and to, and with every of them, in manner and form following; That is to say, That he the said *J. B.* his Heirs and Assigns, and every of them, shall and may from time to time, and at all times for ever hereafter, have, hold, and enjoy from him the said *W. B.* and his Heirs, divided in Severalty, and not in Joynture, for his full moyety, part, purpart, and portion of all and singular the said Messuages, Lands and Premisses, so to them the said *J.* and *W. B.* given, devised, and bequeathed by their said Father *J. B.* deceased as aforesaid, and in full recompence and satisfaction thereof, and of every part thereof, all and singular the said Messuage, Lands, Tenements and Premisses, with the Appurtenances above, in and by these presents, recited, allotted, appointed, or set out, or meant, mentioned, or expressed, to be allotted, appointed, and set out for the moyety, part, purpart, and portion of the said *J. B.* And further also, that he the said *W. B.* and his Heirs shall and will from time to time, and at all times hereafter, during the space of, &c. at the reasonable Request, and at the proper Costs and Charges in the Law of the said *J. B.* his Heirs or Assigns, or any of them, do, make, knowledge, perfect, execute and suffer, or cause to made, done, knowledged, executed and suffered, all and every such further and other Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever, as by the said *J. B.* his Heirs or Assigns, or by his or their Council Learned in the Law shall be reasonably devised, advised or required, for the further and more perfect assuring and setling of so much of the Premisses first above mentioned in the said *J. B.* and his Heirs, as by the said division and partition aforesaid is allotted and appointed to the said *J. B.* and his Heirs, be it by Fine, Feoffment, Recovery, with single or double Voucher, Deed or Deeds, Inrolled or not Inrolled, Release, Confirmation with Warranty, or by all, or any of the said ways or means, or by any other ways or means whatsoever, so as the said *W. B.* and his Heirs, for the doing thereof, be not compelled to travell further then to the Cities of *L.* & *W.* And further also that he the said *J. B.* his Heirs and Assigns, shall from time to time, bear and pay to the, &c. And lastly, It is hereby agreed and declared by and between the said Parties to these presents, that all and every Fine and Fines, Recovery and Recoveries, and other Assurance whatsoever, at any time hereafter to be had, levied, suffered, and executed of the said Premisses, by and between the said Parties to these presents, shall be and enure, and shall be adjudged, deemed, construed and taken to be, and to enure, to the Uses, Intents, and Purposes before mentioned; That is to say, of, for, and concerning all the moyety, part, purpart, and portion of the said Premisses, with the Appurtenances above mentioned to be allotted, appointed, and set out; to, and for the moyety, part, purpart, and partition of the said *J. B.* to the only use and behoof of him the said *J. B.* his Heirs and Assigns, and of, for, and concerning all the other moyety, part, purpart, and portion of the said Messuages, Lands, Tenements and Premisses, with the Appurtenances herein before meant or men-

mentioned to be allotted, appointed, and set out, to, and for the moyety, part, purpart, and portion of the said *W. B.* his Heirs and Assigns for ever, and to, and for no other use, intent or purpose whatsoever. In witnesse, &c.

An Indenture of Partition betwixt Co-Heirs.

THis Indenture Sexti-partite, made, &c. between *F. P.* Cosin, and one of the Co-heirs unto Dame *D. B.* That is to say, Son and Heir of *E. P.* deceased, and whilst she lived, wife unto *R. P.* Esquire, and Daughter, and one of the Co-heirs unto the said Dame *D.* of the first part; *M. W.* of *H.* in the County of *N.* Widow, one other of the Daughters and Co-heirs unto the said Dame *D. B.* of the 2d part; *W. C.* and *M.* his Wife, Cosin, and one other of the Co-heirs unto the said Dame *D. B.* That is to say, Daughter and sole Heir to *M. C.* deceased, one other of the Daughters and Co-heirs of the same Dame *D. B.* of the third part; *A. L.* one other of the Daughters and Co-heirs of the same Dame *D.* of the fourth part; *F. B.* Gent. Cosin, and one other of the Co-heirs unto the same Dame *D. B.* That is to say, Son and Heir of *A. M.* deceased, sometime Wife to *H. B.* Esquire, one of the Daughters and Co-heirs of the said Dame *D.* of the fifth part; and *H. S.* Esquire, and *G. S.* Son and Heir-apparant, and Cosin, and one other of the Co-heirs unto the said Dame *D.* That is to say, Son unto *J. S.* deceased, late wife unto the said *H. S.* and one other of the Daughters and Co-heirs whilst she lived, unto the said Dame *D. B.* on the sixt part, Witnesseth, That whereas the said Dame *D. B.* was seised in her Demesne as of Fee-tail; That is to say, to her, and to the Heirs of her Body lawfully begotten, with the Remainder thereof to her, and to her Heirs, of, and in the Mannor of *B. D.* and *W.* with their Appurtenances, in the County of *L.* and of the Mannor of *B.* with the Appurtenances, in the County of *H.* and of the Mannor of *C.* with the Appurtenances, in the County of *N.* and of divers Lands, Tenements and Hereditaments, with the Appurtenances, as well in the said County of *L. H.* and *N.* as also in the County of *Y.* the whole contents and particulars whereof, more plainly appeareth in these presents, by a division thereof made in six parts: and the said Dame *D.* so being seised of the said Mannors, Lands, Tenements and Hereditaments, with their Appurtenances, dyed thereof seised; after whose death, the said Mannors, and other the Premisses, with all and singular their Appurtenances, descended to the said *F. P.* as Son and Heir unto the said *E.* one of the Daughters and Co-heirs of the said Dame *D.* and to the said *M. W.* as one other of the Daughters and Co-heirs of the said Dame *D. B.* and to the said *M. C.* now Wife unto the said *W. C.* as Daughter and sole Heir unto the said *M. C.* deceased, late wife of the said *R. C.* Esq; one other of the Daughters and Co-heirs of the said Dame *D.* and to the said *A. L.* as one other of the Daughters and Co-heirs, unto the said Dame *D. B.* and to the said *F. B.* as Son and Heir unto the said *A. M.* deceased, sometime wife of the said *H. B.* deceased, one other of the Daughters and Co-heirs of the said Dame *D. B.* and to the said *J. S.* deceased, late wife unto the said *H. S.* who had Issue between them the said *G. S.* as one other of the Daughters and Co-heirs of the said Dame *D. B.* by

by reason whereof the said *F. P. M. W. W. C.* and *M.* his wife, *A. L. F. B.* and *H. S.* stand and be seised of the Premisses undivided; That is to say, the said *F. P.* in his Demesne, as of Fee-tail, and the said *M. W.* in her Demesne as of Fee-tail, and the said *W. C.* and *M.* his wife, in their Demesne as of Fee-tail, in the right of the said *M:* And the said *A. L.* in her Demesne as of Fee-tail, and the said *F. B.* in his Demesne as of Fee-tail, and the said *H. S.* as Tenant by the Curtesie of *England*, the Reversion thereof in Fee-tail, to the said *G. S.* belonging and appertaining, the Remainder thereof immediately depending upon the said Estate in tail, to the said *F. P. M. W. W. C.* and *M.* his wife, as in the right of the said *M. L. E. F. B.* and *G. S.* as Copartinary belonging and appertaining. **Be it now witnessed**, That it is fully condescended, covenanted, concluded, and agreed between the said Parties, to these Indentures, of their mutual assents, consents and agreements, for an even partition to be had, made and continued betwixt them, of the said Mannors, and other the Premisses, in manner and form following; **That is to say**, that the said *F. P.* shall from henceforth have and hold to him, and to his Heirs of his Body lawfully begotten; and for default of such Issue, the Remainder thereof to the Heirs of the Body of the said *E.* his Mother, deceased, lawfully begotten; and for default of such Issue, the Remainder thereof to the Heirs of the Body of the said Dame *D. B.* and for default of such Issue, the Remainder thereof to the right Heirs of the said *F. P.* for ever, for his full part that to him belongeth and appertaineth of the Premisses, the said Mannor of *C.* in the said County of *N.* with all Edifices, Buildings, Dove-house, Orchards, Gardens, Yards, Easements, Rents, Services, Courts-Leets, Waifs, Strayes, Cattels of Felons, and Fugitives, Liberties, Priviledges, Franchises, Lands, Tenements, Meadows, Pastures, Woods, Under-woods and Commons, with all and singular Appurtenances, to the same appertaining and belonging, set, lying, and being in *C.* in the said County of *N.* or else-where, within the Realm of *England*, to the said Mannor belonging, or being accepted, as part, parcel, or member thereof, excepted and alwayes reserved, one Messuage in *C.* aforesaid, with all Lands, Tenements, Meadows, Leasowes, Pastures, Woods and Under-woods, Commons, and Feedings to the same belonging, or commonly letten, now or late in the Tenure and Occupation of one *T. R.* And one other Messuage there, with all Lands, Tenements, &c. now or late in the Tenure of one *G. H.* and one other Messuage there, with all the Lands, Tenements, &c. and now or late in the Tenure or Occupation of one *R. H.* which said Messuages, &c. now or late in the several Tenures and Occupations of the said *T. G.* and *R.* are hereafter by these presents for equality of this present Partition, assigned and appointed to go with the Mannor of *W.* after limitted to the part of the said *F. B.* as by these presents it doth plainly appear.

And it is likewise condescended, covenanted, and agreed between the said Parties to these Indentures, That the said *M. W.* shall from henceforth have and hold to her, and to her Heirs of her Body lawfully begotten; and for default of such Issue, the Remainder thereof to the Heirs of the Body of the said Dame *D.* lawfully begotten; and for default of such Issue, the Reversion

thereof to the right Heirs of the ſaid *M. W.* for her full part, that to her appertaineth of the Premiſſes the ſaid Mannor of *B.* in the ſaid County of *H.* with all Edifices, Buildings, &c. and all other Profits, Hereditaments, and Commodities whatſoever they be, ſet, &c. within the Towns, Fields, and Pariſhes of *B. O. &c.* in the ſaid County of *H.* or elſewhere, to the ſaid Mannor belonging or appertaining, or heretofore known, reputed, taken, or letten, as part, parcel, or member of the ſaid Mannor of *B.* And one Meſſuage or Tenement, &c. now or late in the Tenure or Occupation of *E. M.* or of his Aſſigns, and that the ſaid *E. W. C.* and *M.* his Wife, ſhall from thenceforth have and hold to them, and to the Heirs of the Body of the ſaid *M.* and for default of ſuch Iſſue, the Reverſion thereof to the Heirs of the Body of the ſaid Dame *D. B.* and for default of ſuch Iſſue, the Remainder thereof to the right Heirs of the ſaid *M.* as in the right of the ſaid *M.* for their full part that to them appertaineth of the Premiſſes, the ſaid Mannor of *D.* in the ſaid County of *L.* with all Edifices, Buildings, &c. *& ſic ut ſupra*: And that the ſaid *A.* ſhall from henceforth have and hold to her, and to the Heirs of the Body of the ſaid *A.* And for default of ſuch Iſſue, the Remainder thereof unto the Heirs of the Body of the ſaid Dame *D.* lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the right Heirs of the ſaid *A.* for ever, for her full part that to her pertaineth of the Premiſſes, the one half of the ſaid Mannor of *B.* with certain Rents, Services, &c. *& ſic ut ſupra*: And that the ſaid *F. B.* ſhall from henceforth have and hold to him, and to his Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid *A.* Mother of the ſaid *F. B.* lawfully begotten; and for default of ſuch Iſſue, to the Heirs of the Body of the ſaid Dame *D. B.* lawfully begotten; and for default of ſuch Iſſue, to the right Heirs of the ſaid *F.* for his full part, that to him appertaineth of the Premiſſes, the ſaid Mannor of *W. &c. & ſic ut ſupra*: And the ſaid *H. S.* ſhall from henceforth have and hold to him for term of his life, as Tenant by the Curteſie of *England*, for his full part, that to him appertaineth of the Premiſſes; the other half of the ſaid Mannor of *B.* in the ſaid County of *L.* ſet forth in manner and form following; That is to ſay, 16*l.* &c. *& ſic ut ſupra*, payable to the Owner for the time being, of the Mannor laſt aforeſaid; and that after the deceaſe of the ſaid *H. S.* the ſaid *G. S.* ſhall have and hold the ſaid half of the ſaid Mannor of *B.* and the ſaid Demeſne Lands and Tenements, and other the Premiſſes, as the ſame is ſet forth in manner and form aforeſaid, by the name of the Mannor of *B.* with the Charge going out of the ſame as is aforeſaid, to him, and to the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſaid *J. S.* his Mother lately deceaſed, lawfully begotten; and for default of ſuch Iſſue, the Remainder thereof to the Heirs of the Body of the ſaid Dame *D. B.* lawfully begotten; and for default of ſuch Iſſue, to the right Heirs of the ſaid *G. S.* for ever, for the full and whole part and purparty that to him belongeth of the Premiſſes. And the ſaid *F. B.* for himſelf, and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, for his right Heirs, doth by theſe preſents, according to the Agreement aforeſaid,

accept

accept and take; and also doth Covenant and Grant for him, and the Heirs of his Body lawfully begotten; and for default of such Issue, for his right Heirs, to, and with the residue of the said Parties to these Indentures, and to, and with the Heirs of their Bodies: And for default of such Issue, to, and with the right Heirs of every of them, to take from henceforth the said Manor of *C.* with all and singular the Premisses thereunto belonging (except before excepted) in manner and form aforesaid, set forth and appointed to the said *F. P.* in full recompence, and for the full and whole part, purpart, and that appertaineth, or ought to appertain to the said *F.* to the Heirs of his Body lawfully begotten; and for default of such Issue, to the Heirs of the Body of the said *E.* deceased, Mother of the said *F.* lawfully begotten; and for default of such Issue, to the Heirs of the Body of the said Dame *D.* lawfully begotten, and for default of such, to the right Heirs of the said *F. P.* for ever, of, in, and to the Premisses. The like Covenant for *M. W.* the like Covenant for *S. W. C.* and *M.* his wife, the like Covenant for *A. L.* the like Covenant for *F. B.* and the like Covenant for *H. S.* And the said *F. P.* doth Covenant and Grant for him, and the Heirs of his Body lawfully begotten; and for default of such Issue of his right Heirs, to, and with the residue of the said Parties to these Indentures, and to, and with the Heirs of their several Bodies; and for default of such Issue, to, and with the right Heirs of every of them, that he the said *F. P.* and the Heirs of his Body lawfully begotten, and his right Heirs, at all times, during the space of 2 years, next ensuing the date hereof, shall do, and suffer to be done, at the Costs and Charges in the Law, of the residue of the said Parties to these Indentures, or of their Heirs, all such reasonable Act and Acts, Thing and Things, as shall be devised or advised, by any of the residue of the said Parties to these Indentures, or any of their Heirs, or by any of their Learned Council, or by the Learned Council of any of them, for the further assurance, and sure making of the Premisses, to be had and assured in division, to the residue of the said Parties to these Indentures, of such an Estate, and in like manner and form as before is declared and appointed, to the residue of the said Parties to these Indentures. The like Covenant for *M. W. S. W. C.* and *M.* his wife, *A. L. F. B.* and *H. S.* In witnesse whereof, to the one part of these Indentures remaining, with the said *F. D. P.* the said *M. W. W. C.* and *M.* his Wife, *A. L. F. B. H. S.* and *G.* have put their Seals; and to one other part of the said Indentures, remaining with the said *M. W.* the said *F. P. W. C.* and *M.* his Wife, *A. L. F. B. H. S.* and *G. S.* have put to their Seals; and to one other part of these Indentures, remaining with the said *W. C.* and *M.* his Wife, the said *F. P. M. W. A. L. F. T. H. S.* and *G. S.* have put their Seals; and to one other part of these Indentures, remaining with the said *A. L.* the said *F. P. M. W. W. C.* and *M.* his Wife, *F. B. H. S.* and *G. S.* have put to their Seals; and to one other part of these Indentures, remaining with the said *F. B.* and said *F. P. M. W.* Sir *W. C.* and *M.* his Wife, *A. L. H. S.* and *G. S.* have put to their Seals; the to one other part of these Indentures, remaining with the said *H. S.* and *G. S.* and said *F. P. M. W. W. C.* and *M.* his Wife, *A. L.* and *F. B.* have put to their Seals: Given the Day and Year above written.

Of Partition between three Joynt-Tenants.

THis Indenture made, &c. Between *M. C.* of the Town of *Sh.* in the County of *S.* Gent. of the first part, *G. C.* of *L.* in the said County, Gent. of the 2d part, and *T. C.* of *B.* in the said County, Gent. of the 3d part. Whereas *H. B.* and *A. S.* of *L.* Gent. by their Indenture inrolled, and under their Hands and Seals bearing date, &c. for the consideration therein specified, did grant, bargain and sell, and confirm unto the said *M. G. G. C.* and *T. C.* their Heirs and Assigns, all those Tythes of Corn, Grain and Hay to the Rectory of *L.* in the said County of *S.* belonging and appertaining, then late before to the late dissolved Priory of St. *L.* of *W.* in the said County of *S.* belonging, and late parcel of the Possessions thereof; and all and singular Houses, Edifices, Barns, Stables, Dove-Houses, Gardens, Orchards, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Woods, Under-woods, Gleab-Lands, Tythes of Corn, Grain, and Hay, Wooll, Lambs, Tythes, other Tythes and Tenths whatsoever, as well great as small Oblations, Obventions, Fruits, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, with the Appurtenances, of whatsoever kind or sort the same be, scituate, lying, growing, increasing, and renewing within the Towns, Fields, Places, Parish or Hamlets aforesaid, or in any of them, and the Reversion and Reversions thereof, as fully, freely and wholly, and in as large and ample manner as our late Soveraign Lady *Elizabeth* late Queen of *England*, by her Letters Patents under the Great Seal of *England*, bearing date at *W.* &c. did Give and Grant the said Premisses, (amongst other things) to the said *H. B.* and *A. S.* their Heirs and Assigns for ever, (except and reserved out of the said Grant all Advowsons, Donations, free Dispositions, and right of Patronage of Churches, Vicarages, and all other Ecclesiastical Benefices whatsoever to the Premisses belonging or appertaining) To have and to hold to the said *M. C. G. C.* and *T. C.* their Heirs and Assigns, to the use and behoof of the said *M. G.* and *T. C.* their Heirs and Assigns for ever, as by the said recited Indenture more at large appeareth; by vertue of which Grant or Conveyance the said *M. G.* and *T. C.* are now joyntly seised in Possession in their Demesne as of Fee of the said Glebe-Lands, Tythes, Tenths, Tenements, and Hereditaments, and all other the Premisses here before mentioned, to be to them granted. Now this Indenture Witnesseth, That the said *M. G.* and *T. C.* do by these Presents make a full, perfect, and absolute partition of the said Glebe-lands, Tythes, Tenths, and other the Premisses aforesaid, to and amongst them, the said *M. G.* and *T. C.* in 3. parts, in manner and form following; That is to say, That the said *M. C.* and his Heirs and Assigns, shall have, hold, occupy, and enjoy to the only use and behoof of the said *M. C.* his Heirs and Assigns for ever, the moyety or one half of all the said Glebe-Lands, Houses, Buildings, Tenements, Tythes, Tenths, Profits, Commodities and Hereditaments whatsoever with the Appurtenances, scituate, lying, being, coming, renewing or increasing, of, or in the Town or Hamlet of *B.* aforesaid, to the said

Recitall of a Deed.

Excepting in the recited Deed.

The Partition.

ſaid Rectory of *L.* now, or at any time heretofore in any wiſe belonging, uſed, occupied or reputed, or taken as any part or parcel thereof, in *B.* aforeſaid, for the full part, purpart, and portion of the ſaid *M.C.* of, in, and to all and every the Premiſſes here before mentioned, to be granted to the ſaid *M.C.* and *T.C.* And the ſaid *T.C.* his Heirs and Aſſigns ſhall have, hold, occupy, and enjoy to him the ſaid *T.* his Heirs and Aſſigns, to the only uſe and behoof of him the ſaid *T.* his Heirs and Aſſigns for ever, the other Moyety, or one half of all thoſe Glebe-Lands, Houſes, Buildings, Tenements, Tythes, Tenths, Profits, Commodities, and Hereditaments whatſoever, with the Appurtenances, ſcituate, lying, and being, coming, renewing or increaſing, of or in the Town or Hamlet of *B.* aforeſaid, to the ſaid Rectory of *L.* now or at any time heretofore in any wiſe belonging, uſed, or occupied, or reputed, or taken as any part or parcel thereof in *B.* aforeſaid, for the full part, purpart, or portion of the ſaid *T.C.* of, in, and to all and every the Premiſſes here before mentioned to be granted to the ſaid *M.C.* and *T.C.* And that the ſaid *G.C.* his Heirs and Aſſigns, ſhall have, hold, occupy and enjoy to him the ſaid *G.* his Heirs and Aſſigns, to the onely uſe and behoof of him the ſaid *G.* his Heirs and Aſſigns for ever, all thoſe Glebe-Lands, Tythes, Tenths, Houſes, Buildings, Profits, Commodities, Tenements and Hereditaments whatſoever, with the Appurtenances, ſcituate, lying, coming, renewing, or increaſing, of, or in the Town or Hamlet of *L.* aforeſaid, to the Rectory of *L.* now, or at any time heretofore in any wiſe belonging, uſed, or occupied, or reputed or taken, as any part or parcel thereof in *L.* aforeſaid, for the full part, purpart, and portion of the ſaid *G.C.* of, in, and to all and every the Premiſſes here before mentioned to be granted to the ſaid *M.C.* and *T.* And the ſaid *M.C.* and *G.C.* do by theſe preſents, give, grant, aſſign, releaſe, and confirm to the ſaid *M.C.* and his Heirs, the ſaid moyety or one half of the ſaid Premiſſes in *B.* aforeſaid, and all the Eſtate, Right, Title, and Intereſt, which the ſaid *G.* and *E.* have, or either of them hath, or may or ought to have, of, in, or to the ſaid one moyety, or one half of all and every the Premiſſes in *B.* aforeſaid, To have and to hold to the ſaid *M.C.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *M.C.* his Heirs and Aſſigns for ever. And the ſaid *M.C.* and *G.C.* do by theſe preſents, give, grant, aſſign, releaſe, and confirm to the ſaid *T.C.* and his Heirs, the ſaid other moyety, or one half of the Premiſſes in *B.* aforeſaid, and all the Eſtate, Right, Title, and Intereſt, which the ſaid *M.* and *G.* have, or either of them hath, or may, or ought to have, of, in, or to the ſaid other moyety, or one half, of all and every the Premiſſes in *B.* aforeſaid, To have and to hold to the ſaid *T.C.* his Heirs and Aſſigns, to the onely uſe of the ſaid *T.C.* his Heirs and Aſſigns for ever. And the ſaid *M.C.* and *T.C.* do by theſe preſents give, grant, aſſign, releaſe, and confirm to the ſaid *G.C.* and his Heirs, all and every the Premiſſes in *L.* aforeſaid, and all the Eſtate, Right, Title, and Intereſt, which the ſaid *M.* and *T.* have, or either of them hath, or may or ought to have, of, in, or to the ſaid Premiſſes in *L.* aforeſaid, To have and to hold to the ſaid *G.C.* his Heirs and Aſſigns, to the only uſe and behoof of the ſaid *G.C.* his Heirs and

Releaſes from one to the other.

Covenants from each to other, for quiet enjoying their parts.

Assigns for ever. And the said *G. C.* by himself for him, his Heirs, Executors, Administrators, and Assigns, and the said *T. C.* by himself for him, his Heirs, Executors, Administrators, and Assigns, severally and respectively, and not joyntly, do covenant, promise, and grant, to and with the said *M. C.* his Heirs and Assigns, by these presents, That he the said *M. C.* his Heirs and Assigns, shall or may, from henceforth for ever, well and peaceably have, hold, occupy, possess, and enjoy the said one moyety, or one half, of all and every the said Premisses in *B.* aforesaid here before limited, assigned, and granted, for the part, and purpart, and portion of the said *M.* free, clear, and discharged of and from all other Estates, Rights, Titles, Interests, Charges, and Incumbrances whatsoever, had, made, caused, or willingly suffered, or hereafter to be had, made, caused, or willingly suffered, of or by the said *G. C.* or *T. C.* or either of them, their or either of their Heirs or Assigns, and without any Let, Trouble, Suit, Entry, Disturbance, or Interruption of the said *G.* and *T.* or either of them, their or either of their Heirs or Assigns, or any of them, or of any other person or persons lawfully claiming by, from, or under them, or any of them. And the said *M. C.* by himself for him, his Heirs, Executors, Administrators, and Assigns, and the said *G. C.* by himself for him, his Heirs, Executors, Administrators, and Assigns, severally and respectively, and not joyntly, do covenant, promise, and grant, to and with the said *T. C.* his Heirs and Assigns, by these Presents, That he the said *T. C.* his Heirs and Assigns, shall or may, from henceforth for ever, well, peaceably, and quietly have, hold, occupy, and enjoy the said other moyety, or one half, of all and every the Premisses in *B.* aforesaid here before limited, assigned, granted, for the part, purpart, and portion of the said *T. C.* free, clear, and discharged, of and from all other Estates, Rights, Titles, Interests, Charges, and Incumbrances whatsoever, had, made, caused, or willingly suffered, or hereafter to be had, made, caused, or willingly suffered, of or by the said *M. C.* and *G. C.* or either of them, their or either of their Heirs and Assigns, and without any Let, Trouble, Suit, Entry, Disturbance, or Interruption of the said *M.* and *G. C.* or either of their Heirs or Assigns, or any of them, or of any other person or persons lawfully claiming by, from, or under them, or any of them.

The like Covenant from M. *and* T. C. *that* G. C. *shall hold the Glebe-Lands in Tythes in* L. *assigned for his part and purpart.*

Sir Thomas Harris.

An

An Indenture of Partition Quadri-partite.

This Indenture made, &c. Between &c. Witnesseth, That whereas the Mannors, Lands, Tenements, and Hereditaments of Sir *J. D.* Kt. deceased, contained and specified in certain Schedules *Quadri-partite*, indented, unto these presents annexed, are descended and come in Possession, Reversion, or otherwise, unto *K.* now Wife of the said *H. L.* Son and Heir apparant unto *W. L.* Esq; and to *A.* now Wife of *F. M.* Esq; and to *M.* now Wife of *T. G.* Esq; and to *F.* now Wife of *I. H.* the younger, Gent. Son of *I. H.* the elder, Esq; And whereas the said *H. L.* and *K.* his Wife, *F. M.* and *A.* his Wife, are now seised in possession and Reversion in the Right of the said *K. A. M.* and *F.* of one Estate or Estates of Inheritance, part in possession, and part in reversion, no severance yet thereof had or made. The said *H. L.* for him, his Heirs, Executors, and Administrators for the part of him the said *H. L.* and *K.* his Wife, and their Heirs; the said *J. H.* the younger, and *F.* his Wife, and their Heirs; the said *F. M.* for him his Heirs, Executors, and Administrators, for the part of himself, and the said *A.* his Wife, and their Heirs; and the said *J. G.* for him, his Heirs, Executors, and Administrators, for the part of him and *M.* his Wife, and their heirs, That is to wit, every of the said parties severally for themselves, their heirs, Executors, and Administrators only, and not joyntly, do covenant, agree, conclude, and grant severally, to and with every of the other parties, their heirs, executors, administrators, and assigns by these presents, in manner and form following, That is to say, That the said Mannors, Lands, Tenements, and Hereditaments, as well in possession as Reversion, by 4. such several portions as they be now set out in the 4. several Schedules *Quadri-partite*, shall within 2. dayes next ensuing the sealing and delivery thereof, be put by them in 4. several Scrowls in writing, That is to say, In every Scrowl one of the 4. portions and parts shall be inclosed in 4. several Balls of Wax, so that no part of the said Scrowls may be seen: And that the same 4. Balls of Wax shall be after put in a Cap or Hat, and there shuffled together, and that then within the said 2. dayes, they shall agree upon some indifferent man or child, and cause him to put his hand into the said cap or hat at adventure, the said cap or hat being closed, and to take out first one ball of Wax alone, and deliver it to the said *H. L.* or to the said *W. L.* his Father, or to some other for the said *H. L.* and *K.* his Wife, and after to take out another Ball of Wax alone, and deliver it to the said *F. M.* for the said *F.* and *A.* his Wife; and after to take out another of the said Balls of Wax alone, and deliver it to the said *T. G.* for the said *T.* and *M.* his Wife; and after to take out the 4th Ball of Wax, and deliver it to the said *J. H.* the younger, and *F.* his Wife, and immediately after such delivery of every of them that so shall receive such Balls of Wax, or his Attorney or Deputy, shall forthwith open the same Balls of Wax, and cause or suffer the Scrowl therein contained to be read and openly declared amongst them, and that the same shall stand and remain as a full and perfect partition and severance among and betwixt the said Co-parceners of all the said Mannors, Lands, Tenements, and Hereditaments, and that after such partition and allotment made, the said *H.*

and *K.* his Wife and their heirs, the ſaid *E.* and *A.* his Wife, the ſaid *H.* the younger, and *F.* his Wife, and their heirs, and the ſaid *T. G.* and *M.* his Wife, and their heirs, ſhall ſtand and agree to the ſaid partition and allotment, and to all things contained and ſpecified in the ſaid Schedules *Quadri-partite*, indented, according to the true intent and meaning written in the ſame Schedules, and in theſe Indentures, and ſhall permit and ſuffer the ſame to ſtand, remain, and abide in its full ſtrength and force for ever. And further, the ſaid *H. E.* for him, his heirs and executors, for the part of him the ſaid *H.* and *K.* his wife and their heirs; the ſaid *J. H.* the elder, his heirs and Executors, for the part of the ſaid *J. H.* the younger, and *F.* his Wife, and their heirs; and the ſaid *E. M.* his heirs and Executors for him, and the ſaid *A.* his Wife; and the ſaid *T. G.* his heirs and Executors for him, and the ſaid *M.* his Wife; That is to ſay, that every of the ſaid parties ſeverally, by and for themſelves, and their Heirs and Executors only, doth covenant and grant to, and with every of the other ſaid parties ſeverally, their Heirs and Executors onely, that if every of the ſaid parties, his Wife and Heirs, for whom he or any of them covenanteth and granteth to and with the other, by theſe preſents, ſhall for and by the ſpace of 7. years next &c. as far as the Law will permit and ſuffer, at the reaſonable requeſt and coſts and charges in the Law, and otherwiſe, of ſuch of the ſaid parties as ſhall deſire the ſame, do, knowledge or ſuffer to be done, all and every ſuch reaſonable and further act and acts, thing and things, be it by Fine, Recovery, Deed of Deeds, or otherwiſe, as ſhall by ſuch party or parties, or their Council learned, be reaſonably deviſed or adviſed, for the better and more perfect aſſurance of the ſaid ſeveral Portions, Allotments, and things in the ſaid Schedules *Quadri-partite* indented and contained, according to the true intent and meaning of all the ſaid parties: And that every of the ſaid parties, their Heirs and Aſſigns, ſhall or may, for ever hereafter, have, hold, occupy, and enjoy their ſaid ſeveral portions and Allotments acquitted and diſcharged, or otherwiſe ſufficiently ſaved harmleſs, &c. And that the ſaid Co-parceners and their Husbands, their Heirs and Aſſigns, ſhall permit and ſuffer every of the other Coparceners their Husbands, and their Heirs and Aſſigns, to have and keep all ſuch Evidences, Deeds and Writings, as concern ſuch Mannors, Lands, and Tenements, as are to them ſeverally allotted as aforeſaid alone, and true Copies of all other Deeds, Evidences, and Writings, as do concern the ſame Mannors, Lands and Tenements, the ſame to be copied and written out at the coſts and charges of ſuch as ſhall deſire the ſame. And whereas *R. N.* Gent. hath an annuity or yearly Rent of 20 *l.* going out of the premiſes for the term of his natural life, it is covenanted and agreed by all the ſaid Coparceners, that each of them ſhall pay to the ſaid *R. N.* yearly the ſum of 5 *l.* at ſuch time and place as it hath heretofore been uſed and accuſtomed to be paid. And it is further agreed by, and between the ſaid parties, That if it ſhall hereafter happen, that any of the Mannors, Lands or Tenements of any of the ſaid 4. portions allotted as aforeſaid, unto any of the ſaid Coparceners, ſhall by due order and courſe of Law or Equity, without fraud or coving be recovered, and lawfully evicted, ſo that it cannot be held and enjoyed according to the ſaid partition, and the true intent of all the ſaid Co-parceners and their husbands, that then, and in ſuch

Mutual Covenants for further aſſurance.

A Covenant that all the Coparceners ſhall pay an annuity of 20 l. out of their parts divided.

caſe,

ease the rest of the said Co-parceners and their Heirs and Assigns, shall and will recompence and satisfie at their equal costs and charges unto the party so evicted, so much as the value of the Land so evicted shall amount unto. And that all the Woods and Underwoods now standing, being, and growing upon the Premisses or any part thereof, shall be severed and equally divided amongst the said Coparceners and their Husbands before the Feast of *P.* next coming after the Date hereof. And that it shall be lawful to and for the said Coparceners, their Heirs and Assigns, to have free ingress, egress and regress in and to all the Lands before mentioned to be divided and severed, and every or any part or parcell thereof, where any of the Woods do grow, (and thorow which they must be carried therefrom) and to fell, cut down, and carry away so much thereof as shall be severally allotted unto any of them. In Witnesse &c.

That the Wood shall be severed and divided.

Another Partition between Co-heirs of Houses.

This Indenture made, &c. between &c. Witnesseth, That it is covenanted, granted and agreed, by and between the said parties, for a Partition between them to be had and made of 5. Messuages, &c. of the inheritance of the said *A. B.* as Daughters and Heirs of the said *A. B.* And first it is covenanted and granted, by and between the said parties: And the said *J. M.* and *S.* his wife, for them and the heirs of the said *G.* do covenant and grant to and with the said *T. S.* and *E.* his Wife, and the Heirs and Assigns of the said *E*, That the said *T. S.* and *E.* in the right of the said *E.* and the Heirs and Assigns of the same *E*, shall have, hold, and enjoy to the said *T. S.* and *E.* in the right of the said *E*, in severalty for ever; one Messuage or Tenement, &c. and that other Messuage or Tenement, scituate, &c. in as large and ample manner and form as the said &c. now have, hold, occupy, and enjoy the same in full recompence and allowance, of and for all the part and purpart that to the said *E.* appertaineth, or of right ought to appertain and belong, of all the said 5. Messuages &c. by and after the decease of the said *A. B.* as one of the Daughters and Heirs of the said *A. B.* And the said *T. S.* and *E.* for them, and the Heirs and Assigns of the said *E*, do by these Presents covenant and grant, to and with the said *J. M.* and *C.* and the Heirs and Assigns of the said *C*, That the said *T. S.* and *E.* in the right of the said *E.* and the Heirs and Assigns of the said *E.* shall and will accept and take the said 3. Messuages, &c. in full recompence and allowance, of and for the part, purpart, and portion of all the said 5. Messuages, &c. to the said *E.* from and after the decease of the said *A. B.* as one of the Daughters and Heirs of the said *A. B.* belonging or appertaining. And the said *J. M.* and *C.* in the right of the said *C.* and the Heirs and Assigns of the said *C.* shall have, hold, occupy, and enjoy to the said *J. M.* and *C.* in the right of the said *C.* and the Heirs and Assigns of the said *C.* in severalty for ever, the said 2. Messuages &c. in as large and ample manner and form as the said *J. M.* and *C.* now have, hold, occupy, and enjoy the same, in full recompence and allowance of and for the said part, purpart, or portion that to the said *C.* appertaineth, or of right ought to appertain or belong,

The Partition.

long,

long, of all the ſaid 5. Meſſuages, by and after the deceaſe of the ſaid *A.B.* as one of the Daughters and heirs of the ſaid *A. B.* And the ſaid *J. M.* and *C.* for them and the Heirs and Aſſigns of the ſaid *C.* do by theſe Preſents covenant and grant, to and with the ſaid *T. S.* and *E.* and the heirs of the ſaid *E.* That he the ſaid *J. M.* and *C.* in right of the ſaid *C.* and the Heirs and Aſſigns of the ſaid *C.* ſhall and will accept and take the ſaid 2. Meſſuages, in the tenures of &c. in full recompence and allowance of and for her part, purpart and portion of all the ſaid 5. Meſſuages, &c. to the ſaid *J. M.* and *C.* by and after the death of the ſaid *A.B.* as one of the Daughters and heirs of the ſaid *A.B.* belonging or appertaining, and for and in conſideration that the ſaid Meſſuages to the ſaid *J. M.* and *C.* in form aforeſaid allotted, be of better value then the ſaid Meſſuages, to the ſaid *T. S.* and *E.* in form aforeſaid allotted: The ſaid *J. M.* and *C.* for them, their Heirs, Executors, and Adminiſtrators, do covenant and grant, to and with the ſaid *T. S.* and *E.* their Executors and Adminiſtrators, That they the ſaid *J. M.* and *C.* their Heirs, Executors, or Adminiſtrators, ſhall well and truly pay, or cauſe to be paid, to the ſaid *T. S.* and *E.* their Executors or Adminiſtrators, the Sum of &c. And it is alſo covenanted, granted, and agreed, between the ſaid parties, and either of the ſaid parties do covenant, grant, and agree, for them, and their Heirs and Aſſigns, by theſe preſents, to and with the other of them, their Heirs and Aſſigns, That it ſhall and may be lawful to either of the ſaid parties, their Heirs and Aſſigns, from time to time, and at all times needful, to enter into any parcel of the part or purpart of the other, for the repairing, amending, and doing of any thing neceſſary for the maintenance and preſervation of the Tenements aforeſaid, to them ſeverally allotted and appointed by theſe preſents, and that neither of the ſaid parties, their Heirs or Aſſigns, at any time hereafter, ſhall make any new Building, or do any other thing, in any part or parcel of the part and purpart of either of them, that ſhall or may ſtop, impair, or hinder the Light, Gutters, or Kennels of the part or purpart of the other of them. In Witneſſe, &c.

A Covenant to accept two Meſſuages for one; art.

A Covenant to pay a Sum of Money to one whoſe part was leſs then the other.

A Covenant, That every of the Parties may enter into any of the others part, for the repairing of the Houſes.

A Diviſion of Land between the Owners thereof in Fee-ſimple, with good Covenants.

This Indenture, &c. between *A. W.* Son of *W. W.* late of *L.* Car. deceaſed, on the one part, and *C. W.* Cit. and M. of *L.* on the other part, Witneſſeth, That whereas by reaſon of Parliament holden in the firſt year of the late Raign of our late Soveraign Lord *Ed. 6th* late King of *England*, Intituled, *An Act for diſſolving and determining of divers Chantries, Colledges, Guilds, and Fraternities*; amongſt other there did come to the poſſeſſion of the ſaid late King, all thoſe 2. Meſſuages and Tenements, Shops, Cellars, Sollers, Yards, Chambers, &c. then in the tenure, &c. ſcituate in the Pariſh of St. *Peter*, &c. in the City of *L.* aforeſaid. And where the ſaid late King *Ed. 6.* by his Letters Patents, made under his Great Seal of *England*, and bearing date, &c. amongſt other things did give and grant the ſaid 2. Meſſuages and other the Premiſſes,

Recitation.

Premiſſes, with their Appurtenances, to *E. E.* then of the City of *L.* Eſq; and to *T. B.* of &c. and to their heirs for ever, to be holden of the ſaid late King, his Heirs and Succeſſors by Fealty in free Burgage of the ſaid City of *L.* and not in chief, for all Services and Demands whatſoever, as by the ſaid Letters Patents and Record thereof more plainly, &c.

And where the ſaid *C. W.* and *A. W.* by good and lawful Conveyance are not ſtand ſeiſed of the ſaid 2. Meſſuages and other the Premiſſes, with their Appurtenances, to them and their Heirs for ever: That is to ſay, the ſaid *C.* is and ſtandeth ſeiſed of one Moyety thereof, and the ſaid *A.* of the other Moyety thereof by good and perfect Eſtates in Fee-ſimple; They the ſaid *C.* and *A.* of one aſſent and conſent for them and their heirs, have made full and clear diviſion of all the ſaid Meſſuage or Tenement, and other the Premiſſes, with their Appurtenances, in form as followeth; That is to ſay, the ſaid *C. W.* his Heirs and Aſſigns, ſhall and may from henceforth have, hold, and enjoy to the ſaid *C.* his Heirs and Aſſigns for ever, to the only uſe and behoof of the ſame *C.* his Heirs and Aſſigns for ever, all that &c. abutting &c. containing &c. And that the ſaid *A. W.* his Heirs and Aſſigns, ſhall and may &c. all that &c. And for as much as the ſaid part of the Premiſſes in the Diviſion aforeſaid, allotted to the ſaid *C. W.* is the better part thereof, the ſame *C.* in conſideration thereof, before the enſealing of theſe preſents, hath given, contented, and paid to the ſaid *A. W.* the Sum of &c. whereof the ſaid *A.* knowledgeth himſelf fully and truly paid and ſatisfied, and thereof acquitteth, &c. And the ſaid *A. W.* for him and his heirs, doth by theſe Preſents ratifie and confirm to the ſaid *C.* his Heirs and Aſſigns for ever, all that part of the ſaid 2. Meſſuages, and other the Premiſſes, allotted to the ſaid *C.* in and by the Diviſion. And alſo, the ſaid *A. W.* covenanteth &c. in form &c. That he the ſaid *A.* and his heirs, and all other having or lawfully claiming, or which may have or lawfully claim to have any lawful former Eſtate, Right, Title, or Intereſt, to the Premiſſes, or any part thereof allotted to the part of the ſaid *C.* as aforeſaid, from time to time, and at all times, during 3. years next &c. at and upon the reaſonable requeſt of the ſaid *C.* his Heirs or Aſſigns, to be made to the ſaid *A.* or his heirs, and at the coſts and charges in the Law of the ſaid *C.* his Heirs or Aſſigns, ſhall and will do, make, knowledg, and ſuffer, and cauſe, &c. with warranty only againſt the ſaid *A.* and his heirs, all and every ſuch act and acts, thing and things in the Law, as by the ſaid *C.* his Heirs or Aſſigns, or their Councel learned in the Laws of this Realm, ſhall be lawfully and reaſonably deviſed or adviſed, for the further and better aſſurance, ſurety, and ſure-making of all the ſaid part of the Premiſſes allotted to the ſaid *C.* as aforeſaid, to him the ſaid *C.* his Heirs and Aſſigns, for their own uſe clearly and abſolutely, without any condition for ever to be made ſure. And that he the ſaid *A. W.* at the time of the making of the ſaid Diviſion was, and untill the time of the full perfection thereof, and of good aſſurance made to the ſaid *C.* and his heirs, of that part of the Premiſſes to them allotted as aforeſaid, ſhall be and ſtand lawfully ſeiſed in his Demeſne as of Fee, of one Moyety of the ſaid 2. Meſſuages, and other the Premiſſes, without any Condition or Deſeaſance. And that he the ſaid *A.* at the time of the ſaid diviſion making, had and

Each ſeiſed of a Moyety.

Allotments in ſeveralty.

The one in conſideration his part is better, alloweth money to the other in Conſideration.

Further Aſſurance.

Seiſin in Fee.

Authority to divide.

Discharge of Incumbrances.

For enjoyance.

and hath good and lawful right, authority, and power to make and finish the same division, to and with the said *C.* according to the true meaning of these Presents. And further, That all the said part of the Premisses allotted to the said *C.* and his heirs as aboveſaid, is, and for ever shall be and stand clear and clearly acquitted and discharged, or otherwise at all times saved harmless by the said *A.* his Heirs, Executors, and Administrators, of and from all and singular former Grants, Bargains, Sales, &c. had, made, done, or agreed unto by the said *A. W.* or by his means, knowledg, consent, or procurement. And moreover, That he the said *C. W.* his Heirs and Assigns, for their own use for ever, shall and may from henceforth peaceably and quietly have &c. all the said part of all and singular the Premisses, to the said *C.* allotted as aboveſaid, without any let, interruption, Suit, trouble, or eviction of the said *A.* his Heirs or Assigns, or any other person or persons, by his or their means, title, consent, or procurement. And the said *C. W.* covenanteth as *A. W.* before hath covenanted, &c. In Witnesse, &c.

Partnership.

A Partnership between two of several Trades, where each several parties industry used in his several Trade, the gain is to redound to both parties benefits.

THis Indenture, &c. Witnesseth, That it is covenanted, granted, and agreed between the said Parties to these presents, That they 2. according to the intent and tenor of these Presents, and not otherwise, shall be and continue Joynt-Occupiers and Co-partners in both their several Trades of Occupyings, which they the said *A.* and *B.* do now severally use and occupy, as well within the Realm, as also by any course of Merchandises elsewhere out of the Realm, from the first day of *N.* next coming, for and during the term of 11. years, from thence &c. and fully to be complear. If the said *A.* and *B.* shall so long live, and the same their Co-partnership, shall not in the mean time discontinue, break off, or give over, unless it shall be by the assent of both the said parties, or for some just cause to be given by either of the said parties, contrary to the true meaning of these presents. And for the enterprising, maintenance and continuance of the said joynt-Occupying and Copartnership between the said parties enterchangably in their severall Trades aforesaid. The same parties have agreed to lay down and make their Stocks together, to the full Sum of 1600 l. of &c. whereof the said *A.* shall imploy in his Trade 800 l. of the same money. And the said *B.* shall imploy

imploy in his Trade the other 800 l. residue of their Stock of 1600 l. for and during the said joynt-Occupying and Co-partnership, unless it shall be otherwise agreed between the said parties. And to the making of the said Stocks, either of the said shall put in thereunto 400 l. apiece, at, or before the first day of *N.* next coming, and the other 400 l. apiece, at, or before the 21 of *M.* next coming.

And the said *A. B.* for him, &c. Covenanteth, &c. with the said *C.* &c. in form &c. That he the said *A. B.* shall truly and faithfully, to the best of his Wit, Knowledg and Power, imploy himself in and about the necessary use and maintenance of that Trade which he now useth. And therein in form aforesaid, shall imploy the Stock aforesaid thereunto limited, for the common and equal gain and advantage of the said Co-partners, without any fraud or covin. And also, that he the said *A.* shall from time to time make and keep, or cause to be, &c. truly and faithfully a good and perfect account and reckoning in Writing fair and legible, written in convenient Book or Books for that use to be provided, of all the said Trade and Doings of the said *A. B.* in the Copartnership aforesaid. And that the said *C. D.* and his Assigns, from time to time, upon request, shall and may peruse, see, and cast over the said Books, and the Accounts and Reckonings which shall be contained therein. And also, that he the said *A. B.* or his sufficient Deputy, from 6 Months to 6 Months, once in every 6 Months, so long as the said Co-partnership shall endure (if he be thereunto required), shall make, and give up to the said *C.* or to his Assigns, a true, perfect, and whole account in Writing, of all and every such Sum or Sums of money, and of all Wares and Merchandizes as the said *A.* or his Assigns, within the compass of the said Account shall have, had, or receive in his said Trade of the said Joynt-Occupying and Co-partnership; and also of all Sums of money, Wares and Merchandizes whatsoever, within that time, the said *A.* or his Assigns, shall have paid or delivered, for, and touching his Trade and Copartnership in any thing. And the said *C. D.* for him, &c. covenanteth &c. in form as *A.* before with him hath covenanted *verbatim*, &c. And the said Co-partners, for themselves, their Executors, Administrators, Factors and Assigns, and every of them, hath covenanted and agreed, and by these Presents do Covenant and Agree together, That they, the said *A.* and *B.* severally, and their several Executors and Administrators shall have several Right and Interest in the said Stocks of 1600 l. and every other Sum of money which the said Co-partners shall put into the said Stocks, or either of them, and in all things which shall come and grow thereof, according to the several Sums of money which they shall put into the same Stocks, or any of them, and in none other manner in any wise; That is to say, every of the same *A.* and *B.* severally, and their several Executors and Administrators shall have several Right and Interest, either party to one several Moyety, and half part of all the said Stocks, and in, and to all things which shall come or grow thereof. And after the same rate and order shall have their several parts and portions of all the gains and increase of the same Stocks, and of all things which shall arise or grow thereof, and of every other Stock to be put into the said Copartnership, by the same Co-partners. And after the same rate, and in the same manner, shall bear their reason-

reasonable parts and portions of all Charges, Losses, and Adventures whatsoever to grow in the said Trade or Joynt-Occupying. Provided always, That it shall not be lawful to either of the said Co-parceners, their several Factors or Assigns, in their several Trades aforesaid at any time, during the said Co-partnership in any manner of wise, to charge the Stock or Stocks of this Co-partnership, or his Co-partner, with any Sum or Sums of money, or other Charge over and above the said partable Stocks, unless it be by a full consent thereupon, hereafter to be given by the said Partners, which consent shall be contained and written in some Book of their account, wherennto for that purpose, and under that place in the same Book, where the same consent, shall be written down, they both shall subscribe their Names, with their own Hands. Provided also, and it is further covenanted, bargained and agreed, by and between the said Copartners, &c. in manner and form following, *viz.* That if it shall happen, either of the said Co-partners to decease within the time of their said Co-partnership, or before the Accounts thereof shall be finished and cleared between them, that then, in such case the Survivor of them shall procure, and cause with all his power and diligence to make and yield, or cause, &c. to the Executors, Administrators, or Assigns of his Co-partner, so deceased as aforesaid, a plain, true and perfect account of the said stock and gains thereof then remaining with or towards the said Coparcener which shall fortune to survive, of the said partable Trade by him used. And thereof shall allot and allow to the said Executors, Administrators, or Assigns, of his deceased Coparcener the whole part and portion of all the said stock and gains, with or towards the same Survivor in his said Trade remaining, which to the same Coparcener deceased, in right and equity, after the true meaning of these presents, then at his decease shall be belonging. And that thereupon the same Survivor shall do his best endeavour to call in and gather all Debts abroad, and which were owing to the said Coparceners, in and by the said partable Trade used by the same Survivor at the time of the decease of his said Coparcener, and as the same, or any part thereof, shall or may be had and received, without Suit, shall make payment of one Moyety thereof, to the Executors, Administrators, or Assigns of the said Coparcener deceased, taking allowance out of the same only of one Moyety of such Debts as the said Coparceners did owe in the said partable Trade used by the said Survivor, and were unpaid at the time of the decease of the Coparcener so first deceasing. And that the said Survivor, if it be required of him, for the residue of all Debts whatsoever, owing to the said Coparceners, of or by the said partable Trade used by the same Survivor, wherein the said Executors, Administrators, or Assigns, of the said Coparcener deceased, shall not before have, had, and received his Moyety, shall make and deliver to the same Executors, Administrators, or Assigns of the said deceased Coparcener, at the proper costs and charges, such Conveyance and Assurance of one Moyety thereof, as by the same Executors, Administrators, or Assigns, or by any of the Learned Councel of them, or of any of them, shall be reasonably devised, be it by Letter of Attorney, Grant, Agreement, Contract, or Covenant, or otherwise by any reasonable mean not repugnant to the Laws

of

of this Realm. And moreover, That then likewiſe the Executors, Adminiſtrators, or Aſſigns of the ſaid Coparcener ſo deceaſed as aforeſaid, for all the Stock limited to the Trade, and occupying of the ſaid Coparcener ſo deceaſing, and for all the Gains thereof, ſhall make a plain, true, and perfect account of and for the ſame, to and with the ſaid Coparcener ſurviving, or his Aſſigns, and thereof ſhall allot and allow to the ſaid Survivor and his Aſſigns, the whole part and portion, which after the true meaning of theſe preſents, ſhall be coming towards the ſame Survivor, of all the Stock and Gain thereof aforeſaid, put into the hands of his Coparcener deceaſed: And that thereupon alſo the Executors, Adminiſtrators, and Aſſigns of the ſaid Coparceners deceaſed, ſhall do their beſt endeavour to call in and gather all Debts abroad, which were owing to the ſaid Coparceners, at the time of the deceaſe of the ſame Coparcener ſo firſt deceaſing, and which may be gotten without Suit; and as the ſame or any part thereof ſhall be had or gotten without Suit, ſhall make payment of one Moyety thereof to the ſaid Coparcener ſurviving, or to his Aſſigns. And that for the reaſon of ſuch Debts as ſhall be coming to the ſaid partable Trade and Stock, occupied and uſed by the ſaid Coparcener ſo firſt deceaſing, that the Executors and Adminiſtrators of the ſame Coparcener ſo firſt deceaſed, ſhall have one Moyety thereof; And the Coparcener and his Aſſigns ſurviving, the other Moyety thereof. Provided allwayes, That all ſuch Debts as the ſame Coparceners did owe out of the ſaid Stock and Trade, occupied and uſed by the ſaid Coparcener firſt deceaſing, ſhall be deducted and born of the ſame Stock and Debts owing and coming thereunto. And that the ſaid Survivor for recovery of the one Moyety of the ſame Debts, ſhall make ſuch Conveyance and Aſſurance to the Executors, Adminiſtrators, or Aſſigns of the ſaid Coparcener firſt deceaſing, at their charges and expences, as the ſame Executors, &c. or their learned Councel, &c. ſhall deviſe, not repugnant to the Laws of this Realm, and according to the true meaning of theſe Preſents; To all and ſingular which ſaid Covenants, Articles, Conditions, and Agreements, for the ſeverall parts of the ſaid *A.* and *B.* their Executors, Adminiſtrators, Factors, and Aſſigns, well and truly to be performed, holden, and kept, according to the very intent and true meaning of theſe preſent Indentures, either of the ſame parties doth bind himſelf, his Heirs, Executors, and Adminiſtrators, unto the other of them, in the Sum of 3000 l. of &c. to be had and levied, to the uſe of his other Coparcener, his Executors and Aſſigns, of all the Lands, Tenements, Goods, and Chattels of ſuch of the ſame Coparceners, as ſhall make default to perform, hold, and keep the Covenants, Articles, Conditions, and Agreements aforeſaid, or any of them, for his part to be holden, performed, or kept. In Witneſſe, &c.

A Partnership where one alone is bound to follow the Trade.

THis Indenture &c. between *W. B.* Cit. and M. &c. on the one part, and *E. G.* Cit. and Cl. &c. on the other part, Witnesseth, That the said *W. B.* and *E. G.* of the mutual credit and faithfull confidence that each of them hath reposed in the other, have covenanted, granted, condescended, and agreed together, and by these Presents do covenant &c. at their equall charges, to make one Stock of &c. of lawful &c. at their equal adventure, and for their common and equal gain and loss, to be bestowed, imployed, used, and occupyed, by the diligence, discretion, and labour of the said *E. G.* from time to time, in the Trade and Traffick which the said *E. G.* now useth and exerciseth in that Shop which he now occupyeth, scituate in *B.* of *L.* from the day of the date of these presents, by and during all the term of 5 whole years, from thence next following. And the said *E. G.* doth covenant, acknowledge, and confess, that he, at and before the ensealing and delivery of these presents, hath had and received of the said *W. B.* the Sum of &c. for the full part of the said *W.* to the making of the Stock aforesaid, and thereof is fully and plainly satisfied and possessed. And also, the said *E. G.* doth covenant and promise, to and with the said *W. B.* by these presents, that he the said *E.* shall not onely immediately and presently put in other 00 *l.* of &c. to make up the said Stock to the full Sum of &c. but also according to his health and ability, from time to time, during the said Partnership, shall imploy his labour, knowledge, and diligence, to bestow the said Stock in his said Trade, and therein use and occupy the same, for the common and equal profit of himself, and the said *W. B.* without fraud or covin, in manner and form as aforesaid. Provided always, and it is agreed between the said parties for themselves, their Executors, and Administrators, by these presents; That if it do fortune either of them to decease, during the said term of their Partnership (their said Stock and encrease thereof, or any part or parcel thereof, or any Debts to be to them owing, or by them owing by means thereof, not being severed nor divided) that yet notwithstanding the Survivor of them shall have onely interest and right to the Moiety, and one half of the said Stock, Encrease, and Debts, owing to the said Partners, and no more: And upon account, to be charged onely with the moiety of the said Debts by the said Partners (in respect of the said Partnership onely) to be owing out of their Stock aforesaid. Any thing to the contrary, &c. And the said *E. G.* covenanteth &c. That the said *E.* from time to time, upon every reasonable Request, and upon one moneths fore-warning, shall make and give up to the said *W.* or to his Deputy or Attorney, a plain and true account in writing, of all the said Stock, and of all the encrease and gains thereof, together with all Losses grown of the same, and shall then immediately make a true and equal division and payment to the said *W. B.* if it be required, of all his part of the gains and encrease aforesaid, according to the true meaning of these presents. And that if it do happen the said *E. G.* at any time during the said term of 5 years, to depart this present life, or at any time after, before the clear ending and finishing of the Account of the Premisses, and full payment had

had, and partition made of all things put in the said Partnership, or arising thereof, that then the Executors or Administrators of the said *E. G.* shall make a full and perfect Account, and ready payment and delivery to the said *W.* his Executors, or Administrators, or to his or their lawful Deputy or Attorney, as well of all that part of the said Stock to the said *W.* or to his Executors or Administrators (according to the true meaning of these presents,) a part, as also of the moiety, and one half of all increase, lucre, gains, and advantages, grown of, or from the said Stock, and that to be done within the space of two moneths, next after the decease of the said *E. G.* without any further delay. In witnesse, &c.

A Partnership between Merchants-Adventurers.

This Indenture *Tripartite*, &c. Between *R. P.* of *L.* Mer. on the first part, and *W. C.* of *L.* Clothw. on the second part, and *H. M.* of *L.* aforesaid, Cloth-Worker, on the third part, Witnesseth, That for and touching a Co-partnership, and joynt occupying, in the Merchants-Adventurers, to be had and continued between the said parties, from the Feast of *E.* now next coming, for, by, and during the term of 3 years, from thence &c. and fully &c. the said parties have covenanted and agreed together, and every of them severally for himself, his Heirs, Executors, and Administrators, doth grant, covenant, and agree, to and with the other of the said parties, and either of them, and the several Heirs, Executors, and Administrators, of either of them, by these present Indentures, in manner and form, as hereafter particularly on their behalfs, or on the behalf of any of them in these presents, is expressed and contained; That is to say.

First, That for the making of a Stock for the said Co-partnership, and joynt-occupying, the said *R. P.* for his part, shall put into the said Stock 400 *l.* of &c. and the said *W. C.* for his part, shall put into the said Stock 300 *l.* of &c. and the said *H. M.* for his part, shall put into the same Stock 250 *l.* of &c. which several Sums of Money are now at and before the ensealing of these Presents, well and truly put into the Stock aforesaid, by the parties aforesaid, in form as aforesaid.

Item, That every of the said parties, and their severall Executors and Administrators, shall from henceforth have several Right and Interest in the Stock aforesaid, and the increase thereof, to the values of their several Stocks put into this Co-partnership, as aforesaid; And for the residue of all increase and gains to come, or grow of, or by the said Stock, or joynt-occupying the same parties severally, and their several Executors and Administrators for every part, shall have Right and Interest to one equal 3d part thereof, and not otherwise, or in any other manner.

Item, That all Losses, Adventures, Costs, Charges, and Damages, to happen or arise, in or by the joynt-occupying aforesaid, shall be from time to time allowed, reckoned, sustained, and born, of the whole Stock and En-

creaſe, of and by the Co-partnerſhip and Joynt-occupying aforeſaid, all Charges of Dyers onely excepted.

Item, That every of the ſaid parties, in his place where he ſhall be abiding and aſſigned for the buſineſs of the Joynt-occupying aforeſaid, ſhall truly diligently and faithfully employ himſelf, to the profit and commodity of the ſaid Co-partners; and likewiſe every of them ſhall keep from time to time, a plain and true Account and Reckoning in Writing, apart by it ſelf from other Reckonings, of all his doings and dealings in the Premiſſes, which according to the uſe of Merchants, ſhall be meet to be entred into Account.

Item, That every of the ſaid parties ſhall make true and perfect Account with his other Co-partners, of his doings and dealings in the ſaid Co-partnerſhip, and the buſineſs thereof, as it ſhall be reaſonably required from time to time by any of his other Co-partners, or by the Executors or Adminiſtrators of any of them.

Item, That none of the ſaid Co-partners, during the time before appointed, for the continuance of the ſaid Co-partnerſhip, ſhall take any thing out from the ſaid Stock or Increaſe thereof to his own particular uſe, except it be for his own Dyet or Houſe-keeping, without the ſpecial Agreement of the ſaid two other Co-partners firſt thereunto had in Writing, to be ſigned with their Hands.

Item, That during the time aforeſaid, none of the ſaid Co-partners, without ſuch ſpeciall Agreement as aforeſaid, ſhall accept any Bill or Bills of Exchange, to the intent, to return the ſame upon the Exchange for any other perſon or perſons, other then onely to the Account of the ſaid Co-partnerſhip; and that during the ſaid time, none of the ſaid Co-partners ſhall enter-meddle or joyn himſelf in Traffique, to or with any other Fellowſhip or Co-partnerſhip; and that none of the parties to theſe Preſents, during the ſaid time, ſhall make, ſign, or deliver any Bond or Bonds, Bill or Bills of Debt, as Surety for any other perſon or perſons, whereby his other Co-partners, or other Joynt-Stock, ſhall or may be further charged then his part, that ſhall make, ſign, or deliver ſuch Bond or Bonds, Bill or Bills, doth and ſhall truly amount unto, except it be by ſuch Agreement as aforeſaid.

Item, That the ſaid Co-partners, during the ſaid Co-partnerſhip, ſhall for all other buſineſs of the ſaid joynt Occupation, term and call themſelves by the name of *W. C.* &c. Company, Writings which they ſhall make in this Co-partnerſhip, or otherwiſe ſuch of the ſaid Co-partners, as ſhall ſo ſign any ſuch Bills or Writings ſhall make the ſame, in the name of himſelf and Company.

Item, In conſideration that he the ſaid *H. M.* ſhall be reſident beyond the Seas for the buſineſs of this Co-partnerſhip; he, in reſpect of the dearneſs of Victuals there, ſhall have yearly towards his Table, in Allowance out of the Account aforeſaid 10 *l.* of lawful Money of *Flanders*; and alſo in conſideration, that the ſaid *W. C.* ſhall keep a man, and uſe his Warehouſe in *L.* for uſe of his Co-partnerſhip, the ſaid *W.* to have therefore yearly to him allowed out of the Account aforeſaid other 10 *l.* of &c. And

that

that all Charges, other then aforesaid, being for Dyet, shall be born by every Co-partner for his own party, and not to be put to the said Account.

Item, If it fortune any of the said Co-partners to decease before the ending of the said Co-partnership, the other two Partners then surviving, the Survivor of them two, and his Executors and Administrators shall make good and true account, and meet and equal Contentation and Satisfaction to the Executors or Administrators of such Co-partner so deceasing, of and for all his part of the said Stock, and the Gains and Encrease thereof (charged with his part of the Charges aforesaid) untill the Day of such Decease of the same Co-partner, without any Delay, Fraud, or Covin, and without any Advantage taking by Right of Surviving, or any Usage or Custome.

Item, That once every year the said Co-partners, by themselves, or their sufficient Deputies, shall confer together, and make perfect their Account to the Day of such their Conference, or as near thereto as conveniently by their Estate of their business may be done. And also that by their common Consent and Appointment, one fair Register-Book shall be made, and orderly kept, from time to time, of their whole Account for their Partnership. And that every of them, and their several Executors and Administrators, shall and may have Copies thereof, as to them shall be needful or convenient, without denial or impediment of any of the said Co-partners, or any other, for or by them, or any of them.

And every of the said Co-partners, parties to these Presents, doth covenant and grant for himself, his Heirs, Executors, and Administrators, and every of them, by these Indentures; That he and his Heirs, Executors, and Administrators, and every of them for his part, shall and will well and truly hold, keep, and perform, all and singular the Articles aforesaid, and all the Covenants of these Presents, towards his other several Co-partners, and either of them, and the Heirs, Executors, and Administrators, of every of them, as becometh a true and faithful Copartner to do, without any Fraud or Deceit in anything. In Witnesse, &c.

A Division of Partnership well passed.

THis Indenture, &c. Between *W. L.* Cit. and G. of *L.* on the one part, and *T. H.* Cit. and H. of *L.* on the other part, Witnesseth, That whereas the said parties, for and by the space of certain years now past, have had, held, and occupied a partable stock, and have been, and continued Co-partners, and parting fellowes in the trade of buying, selling, and retailing of Linnen cloth, and other Merchandises, and now have clearly resolved and agreed together from henceforth absolutely, to all intents, to dissolve, determine, break off, and end the said Copartnership, of and in the premises. And have further concluded clearly to divide the said partable stock, and all debts and Credits thereof and thereby growing, arising and being. And further that each of them to hold and retain his several part, purpart, and portion, to and by himself in severalty, to his own sole use and profit, and not in common. It is therefore covenanted and agreed, by and between the said parties to these presents, and either of them for himself, his Heirs, Executors and Administrators, covenanteth & granteth to & with the other of them, his Exec: and Administrat. by these presents, in manner and form following, that is to say, That the said Co-partnership and parting fellowship, and all other Partnerships and joynt Trading, now or at any time, before the Date of these Presents had, used or exercised between the said parties to these presents, do and shall from henceforth immediately cease, determine, and clearly end, and have no further continuance or being, to any effect or purpose whatsoever, any Covenant, Covenants, or other matter, agreement, composition, promise, or thing, to the contrary thereof, had, made, concluded, or promised, in any wise notwithstanding. And that all such former Covenants, Promises, and Agreements, as are passed or made, by or between the said Parties, touching any further continuance or prolonging of any such partnership, or partnerships, to be had or holden between the said parties, shall by vertue of these presents be deemed, adjudged, void, and of none effect. And also it is agreed by and between the said parties to these presents, and the said *T. H.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to and with the said *W. L.* his Executors, Administrators, and Assigns, that &c. for his part of the said partable stock, and other the Premises, shall take, have, and enjoy from henceforth to the sole and proper use and behoof of the same *W. L.* his Executors, Administrators and Assigns, all the Linnen-cloth, Wares, Merchandizes, and ready money whatsoever now remaining in the said stock of the said Co-partnership, or being any part or parcel thereof, or accepted, or taken, as part, parcel, or member thereof, which by estimation, is now rated and valued to the sum of 1714*l.* 10*s.* and the same, and every part thereof, to be, remain, and continue from henceforth, to the same *W. L.* his Executors, Administrators, and Assigns, discharged and acquitted, or else upon reasonable request, sufficiently saved harmless by the said *T. H.* his Executors and Administrators, or some of them, of, for, and from all manner of Interests, Judgments, Charges, Forfeitures, Titles, and Incumbrances,

Partnership hereafter to cease.

All Covenants made for the further continuance of the Partnership to be void.

One of the parties to have all the money and Wares without impediment of the other.

got, had, made, or suffered, or to be had, made, or suffered by the said *T. H.* his Executors, or Administrators, or by any of them, or by any other in his Right or Title, or lawfully claiming in, from, by, or under him, or them, or any of them. And the said *T. H.* doth by these Presents, absolutely and clearly grant, assign, release, and put over to the said *W. L.* his Executors and Assigns, all the Right, Interest, and demand of him the same *T.* of, in, and to the said Linnen cloth, Wares, Merchandizes, and ready money whatsoever, and of, in, and to every part thereof. Release of Right in the money and Wares.

And moreover it is covenanted, granted, and agreed, by and between the said parties to these Presents, and the said *W. L.* for him, his Heirs, Executors and Administrators, covenanteth and granteth to, and with the said *T. H.* his Executors & Administrators by these Presents, That the said *T. H.* for his part of the said partable Stock, and other the Premises, shall take, have, and enjoy, to his own proper use and behoof for ever, without any let, suit, disturbance, or interruption of the said *W. L.* his Executors, or Administrators, or any other, lawfully claiming from, by, or under him, all and every such Debts, and Sums of money which are now due, or owing, or to be paid to the said Co-partners, joyntly, by reason or meanes of their said Co-partnership, as are particularly mentioned or expressed in a Schedule indented, to these presents annexed: Together with all Bills, Bonds, Obligations, and Specialties onely concerning the same Debts, or any of them. The other of the parties to have for his part certain debts mentioned in a Schedule.

And the said *W. L.* doth by these presents clearly (what in him lyeth,) release and put over to the said *T. H.* his Executors and Assigns, all the Right, Title, and Demand of him the said *W.* of, in, and to all and every the said Debts, in the said Schedule expressed, and of, in, and to the said Bills and Specialties, onely touching, and concerning the same, or any of them. And all specialties of those debts. Release of the Debts.

And also the said *W. L.* for him, his Heirs, Executors, and Administrators, covenanteth and granteth to and with the said *T. H.* his Executors, Administrators and Assigns, and every of them, by these presents, in manner following, That is to say, That he the said *W. L.* his Executors and Administrators, having and enjoying the said Linnen cloth, Wares, Merchandizes, and ready money as aforesaid, according to the said Allotment, and to the true meaning of these presents, shall and will, from time to time, agree, permit, and suffer, that the said *T. H.* his Executors and Administrators, to his and their own use, shall and may demand, require, collect, receive, gather, and levy, by all lawful wayes and means, all and every the said Debts in the said Schedule expressed, or mentioned, and every part thereof, without any let, denyall, or gain-saying of the said *W. L.* his Executors, or Administrators, or any of them, and the same shall and may retain and hold to his and their proper use, without any Accompt or Reckoning thereof, or of any part thereof, to be made or rendred to the same *W. L.* his Executors and Administrators, or to any of them. The debts to be held without accompt.

And shall and will also agree, That if need shall be, any Action or Actions, Suit or Suits, for the Recovery of the said Debts, in the said Schedule expressed, or any of them may be brought or pursued by, and at the Costs and Charges of the said *T. H.* his Executors, and Administrators, in the name or names of the said *W. L.* and *T. H.* their Executors, or Administrators, or any of them, without any Discharge, Revocation, or stay of the said Actions or Suits, or any of them, to be caused or commanded by the said *W. L.* his Executors or Administrators, or any of them, without the consent of the said *T. H.* To agree that Actions shall be brought without discharge thereof.

his Executors, or Administrators, or of some of them, so as the said *T. H.* his Executors, or Administrators, or some of them, shall from time to time, upon reasonable Request and notice, save and keep harmless the said *W. L.* his Executors, and Administrators, and every of them, for and concerning all losses, Costs, and Damages which he the same *W.* his Executors or Administrators shall sustain or be at, *Bona fide*, without fraud or covin, by occasion or means of any such Action or Suit prosecuted in his or their Name, by the said *T.* his Executors and Administrators, or by any of them. And that he the said *W.* hath not heretofore, nor that he, his Executors, or Administrators hereafter, shall not receive, acquit, release, or discharge the said Debts in the said Schedule expressed, or any of them, unless it be by the special consent and agreement of the said *T.* his Executors or Administrators, first in that behalf obtained and had, unless he the same *W. L.* his Executors or Administrators, shall truly pay to the said *T. H.* his Executors and Administrators, any such sum or sums so by him the said *W. L.* to be received of the same Debts within 40 dayes, next after such Receipt so thereof by him to be made. And if the same *W.* his Executors or Administrators, shall hereafter acquit or discharge any of the said debts in the said Schedule expressed, without such consent and agreement of the said *T.* his Executors and Administrators as aforesaid, that then he the said *W.* his Executors or Administrators, within six weeks next after every such Release or Discharge of any of the said Debts in the said Schedule expressed, shall and will well and truly pay, content, and satisfie, or cause to be paid, contented, and satisfied, at &c. to the said *T.* his Executors or Administrators, all and every such Debt or Debts, in the said Schedule expressed, which he the said *W.* his Executors or Administrators, shall so release or discharge as aforesaid, without any manner of fraud or covin. And the said *W. L.* for him, his Executors and Administrators covenanteth and graunteth to and with the said *T. H.* his Executors and Assigns by these presents, That he the said *W. L.* his Executors or Administrators, shall and will well and truly content and satisfie to, and among the Creditors of the said *W.* and *T.* in respect of their said Co-partnership, or joynt occupying the summe of 743 *l.* 4 *s.* of lawful money of, of &c. toward the payment and satisfaction of such Debts and sums of money, as to the said Creditors are due, and owing out of, or in respect of the said partable Stock, Co-partnership or Joynt Occupying. And also the said *T. H.* for him, his Heirs, Executors, and Administrators, covenanteth and graunteth to and with the said *W. L.* his Executors, Administrators and Assigns by these presents, that he the said *T.* his Executors or Administrators, shall and will well and truly content and satisfie to and among the said Creditors, towards the payment and satisfaction of such Debts and Sums of mony as to the said Creditors are due and owing, out of, or in respect of the said Partable Stock, &c. the sum of 492 *l.* 18 *s.* of &c. in form following, viz. 400 *l.* thereof out of the first Receipts by him the said *T.* his Executors or Assigns, of the debts in the Schedule expressed, if so much may be levied, gathered, and had in and before the first day of &c. next ensuing. And in default thereof, then the same sum of 400 *l.* to be paid at, or before the last day of &c. next coming at the farthest, and 92 *l.* 10 *s.* residue, and in full payment of the said

Not to release the Debts.

If any of the Debts shall be received or acquitted, then the same to be paid to the party that should have them within six weeks.

One of the parties to pay a certain sum toward payment of their debts.

The other party to pay a certain sum towards the Debts.

said sum of 4921. 18 s. at or before the Feast of, &c. next ensuing the date of these presents. And it is also concluded and agreed, by and between the said parties to these presents, and each of the said parties severally for him, his Heirs, Executors and Administrators, covenanteth and graunteth to and with the other of them, his Executors and Administrators by these Presents, That if any privy Debt, Charge, or cause or action, be growing or depending, by reason or occasion of the said Co-partnership unto the which the said Co-partners are of right liable and subject unto, other then, and except, such known debts as are specifically mentioned to be owing in their common Book, that then, and in all such Case, such of the said parties to these presents in whose default, or by whose Act or Procurement, such Debt or Charge hath grown, shall within time convenient, satisfie and pay the same, and thereof discharge and save harmless the other of the said parties, his Executors and Administrators. And moreover it is agreed, That if any manner of variance, or cause of Suit, at any time or times hereafter do or shall happen to grow, arise, or be given, between the parties, or the Executors or Administrators of them, or of either of them, by, for, or upon any Covenant, Matter, or thing, in these Presents expressed or mentioned, or for, upon, or in respect of the said Co-partnership, or joynt occupying in any wise, that then and so often the party in that behalf grieved, shall thereof make Declaration to *T. N.* Grocer, and *J. C.* Clothw. Cit. of *L.* unto whose Order and Judgment for and touching the Premises, or any part thereof, from time to time, the said parties, and either of them, for their several parts, and for their several Executors & Administrators, do wholly submit themselves by these Presents, so alwayes as their order and Judgment be thereof, or of any part or parcel thereof, made and given up in Writing indented under their Hands and Seals, within 3. moneths next after such Declaration to them made as aforesaid, and that during such 3. months, from time to time, or at any time, neither of the said parties, their Executors or Administrators, shall not directly or indirectly, bring or pursue any Suit or Action against the other of them touching the Premises, but they the said parties, and their several Executors and Administrators, on their several parts and behalfs, every of them for his own part, shall and will obey, abide, and perform all and every such Order and Judgment as shall by the said *T. N.* and *J. C.* shall within such time as aforesaid, make and give up as aforesaid, for and touching the Premises, or any part thereof, In wit-

If any privy debt or charge be the same to be paid by whom the same grew.

If any controversie arise between the parties, the same to be ordered by men now nominated.

A Relinquishment of a mans Estate in a Copartnership.

Note, that the said *L.* hath already relin-

THis Indenture made, &c. Between *A. B.* of the one part, and *C. D.* and *E. F.* of the other part, Witnesseth, That whereas the said *A. B. C. D.* and *E. F.* together with one *L. M.* have heretofore dealt together as Copartners in the Trade of Merchandizes, as well on this side the Seas, as in the parts beyond the Seas; and by their trading together, many Goods, Wares, and Debts are come and grown unto them both here in *England*, and in the parts beyond the Seas, wherein every one of them hath an Interest according to their Agreement made between them; And likewise they the said Parties are become indebted to divers other persons in divers Sums of Money concerning their Traffiques aforesaid. And whereas also the said *A. B.* upon good Considerations him moving, and especially for and in Consideration of a certain competent Sum of Money to him in hand, at or before the ensealing hereof, by the above named *C. D.* and *E. F.* paid, whereof and wherewith he the said *A. B.* acknowledgeth himself to be well and truly satisfied and contented by these presents, is contented and agreed, and by these presents doth consent and agree to sever himself from the Trading and Dealing together with the said *C. D. E. F.* and *L. M.* And also doth by these presents, for the Considerations aforesaid, Grant, Assign, and Set over, unto the said *C. D.* and *E. F.* all such Right, Title, Property and Interest whatsoever, which he the said *A. B.* hath, should, or ought to have of, in, and to all and singular such Goods, Wares, Merchandizes, and Debts as be mentioned and expressed, in and by the Ballance of an Accompt, subscribed with the hand of the said *A. B.* bearing date the 10th day of *J.* now last past, and delivered to the said *C. D.* and *E. F.* And the said *A. B.* for him, his Heirs, Executors, and Administrators, doth Covenant, Promise and Grant to and with the said *C. D.* and *E. F.* and either of them, their Executors and Administrators, by these presents, in manner and form, &c. That the said Accompt according to the Tenor of the foresaid Ballance thereof, is just and true. And that he the said *A. B.* at any time heretofore hath not receive, released or discharged; Nor that he the said *A. B.* his Heirs, Executors, Administrators, or Assigns, at any time hereafter shall receive, release, acquit, or discharge any of the Goods or Debts mentioned in the said Accompt, nor any part thereof, nor shall do any Act, Deed or Thing to let or hinder the said *C. D.* and *E. F.* or either of them, of or in the having, recovering, receiving, or enjoying of the same, or any of them, or any part thereof, without the Consent and Agreement of the said *C. D.* and *E. F.* their Executors and Assigns in Writing first had and obtained in that behalf: But shall and will permit and suffer the said *C. D.* and *E. F.* their Executors or Assigns, to have, take, recover, receive and enjoy to their own proper use, the same Goods and Debts, and every of them, and every part thereof, without any Accompt to be yielded or made for the same, or any part thereof, to the said *A. B.* his Executors or Administrators. And that the said *A. B.* shall and will (if need require) upon reasonable request to him made by the said *C. D.* and *E. F.* or either of them, their Executors or Assigns, further and help them in the recovery and obtaining

sing of the said Goods and Debts at the Costs and Charges of the said *C. D.* and *E. F.* their Executors and Assigns. And the said *C. D.* and *E. F.* for them, and either of them, and for the Executors, Administrators, and Assigns of them, and either of them, do Covenant, Promise, and Grant, to and with the said *A. B.* his Executors and Administrators by these presents, That they the said *C. D.* and *E. F.* their Heirs, Executors, and Administrators, shall and will, at all times hereafter, content and satisfie the Creditor, to whom the said *A. B.* standeth any manner of wayes charged or indebted, for and concerning any as well of the affairs and dealings mentioned and contained in the said Accompts as well owing on this side the Seas, as in the parts beyond the Seas, and of and for the same, and every of them, as also of and for such part and portions as doth appertain to the said *L. M.* and of and for all Accompts, Actions, Suits and Demands concerning the said *L. M.* in the Accounts and Affairs aforesaid, shall and will at all times hereafter save and keep harmless the said *A. B.* his Heirs, Executors, and Administrators, and every of them by these presents. In Witnesse, &c.

PETITIONS.

To be admitted in formâ pauperis.

To the Attorney of the Dutchy.

Humbly Sheweth, your poor Suppliant *J. B.* of *S.* in the County of *L.* Husb. That Whereas your Petitioner hath just cause of Suit against *R. B.* of *C.* in the said County, who not only unjustly detaineth and withholdeth from your Petitioner 5. Closes, parcel of his Tenement, heretofore demised to him by Lease by the Right Honourable *W.* Earl of *D.* contrary to all Right and Equity: But also doth divers wayes vex, molest, and disturb your Petitioner by *Supplicavit* and otherwise, and thereby hath so impoverished your Petitioner, that he is not able to prosecute his just Suit against him, being not worth 5 l. as he will make Oath, besides the Estate now in Question: May it therefore please your Worship to admit your Petitioner to sue in his Majesties Court of the *Dutchy*-Chamber at *Westminster*, *in forma pauperis*: And to assign him such Councel and Attorney as to your Worship shall seem good. *And* your Petitioner shall pray.

A Petition to the King, for a Pardon for Homicide by Chance-Medley.

To the Kings most Excellent Majestie:

IN *most humble manner Sheweth* unto your Majestie your Graces poor distressed Subject, *J. P.* wife of *E. P.* of *M.* in your Majesties County of *C.* That whereas by occasion of a suddain Variance and Affray made between your Majesties said poor Subjects husband, and one *J. B.* his Neighbour; it fell out, that the said *J. B.* not long after dyed: By means whereof, your Graces said poor Subjects husband by the Coroners Inquest is lately Indicted of *Manslaughter* by *Chance-medley*. And for that your said poor distressed Subjects Husband hath 4. poor little Children, and never was reputed to be any Quarreller or Peace-breaker before this time, and is now Arrested and in Prison, and must receive his Tryall at the next Assizes to be holden at *C.* at *Michaelmas* next; And being an ignorant Lay-man, is not capable of the benefit of your Majesties Laws for his discharge, but standeth at your Majesties most gracious Mercy and Pity for his life. It may please your Majestie for Gods cause to grant unto your Majesties said poor Subjects Husband, Your Highest most gracious and free Pardon for his Offence. And your said poor distressed Subject, her poor Children and Husband shall never cease to pray unto Almighty God for your Majesties most gracious Reign long to be continued over us.

The Justices of the Peace Certificate in this behalf.

WE your Majesties faithful Subjects, Justices of the Peace within your Graces County of *C.* whose Names are here-under subscribed, upon the request of the above-named *J. P.* do humbly Certifie your gracious Majestie, That we have known the said *J. P.* for the space of many years, and we have not heard or known any thing to the contrary, but that he hath been a very quiet and peaceable man among his Neighbours, Saving for this one Offence. And also, That we find him very sorrowful and penitent for his Offence and fault. The Consideration whereof we humbly commend to your Majesties most gracious Goodness and Pitiful Clemency; praying to Almighty God for your Majesties long and happy Reign over us.

The King's Answer.

LEt the Judges of Assize put their hands to this Petition as Justices of the Peace; And then let a Pardon be drawn as is desired.

PRESENTATION.

PRESENTATIONS.

A Presentation.

TO all persons who have or shall have sufficient Authority of power in this behalf; *J. H.* Esquire, the true and undoubted Patron of the Parish-Church of *C.* in the County of *D.* send Greeting. I present *G. B.* Clerk of the Rectory of *C.* in the County of *D.* now void by the death of the last Incumbent there, and to my Presentation of full Right belonging, requiring you forthwith to admit the said *G. B.* to the Rectory of *C.* aforesaid, and that you truly and lawfully institute him Rector there; and that likewise you invest him with all his Rights, Members, and Appurtenances whatsoever, and that you do, perform, fulfill, and accomplish, all and every the singular acts which the Office obligeth you to discharge herein. In Witness &c.

The form of a Presentation made by a Knight or Gentleman.

REverendo in Christo Patri &c. R. B. *Miles versus & indubitatus Patronus* Rectoriæ Ecclesiæ Parochialis de N. salutem in Domino sempiternam: Ad Ecclesiam de N. prædict. vestræ Dioc. modo per mortem C. D. *ultimi Incumbentis* ibidem vacantem, & ad meam Præsentationem plenè jure spectantem, dilecto mihi in Christo J. P. *Clericum* vestræ paternitati præsento, humiliter rogans quatenus [*eundem*] ad dictam Ecclesiam admittere, ipsumque in Rector. ejusd. Ecclesiæ ponere & induci facere cum suis juribus & pertinentiis universis, cæteraq; peragere & implere quæ vestro in hac parte incumbent officio Pastorali diligentius cumque. In cujus rei testimonium sigillum meum apposui. Dat. &c.

A Presentation to a Parsonage or Vicarage by a Master of an Hospitall and his Brethren, or by a Dean and Chapter, or such other.

REverendo in Christo Patri Domino, Domino N. permissione divina Coventrien. & Lichfield. Episcopo, ejusve Vicario in spiritualibus generali, vester humilis & devotus frater T. R. *Magister Hospitalis* N. et ejusdem confratres, *sive Decanus* Collegii de N. et Capitulum ejusdem &c. Lincoln. Dioc. omnimodam Reverentiam Patri debitam. Ad perpetuam Vicariam Ecclesiæ Parochialis de N. vestræ Dioc. jam per mortem C. D. *ultimi Vicarii* ejusdem vacantem, ad nostramq; præsentationem,

sentation, plano jure spectantem, dilectum nobis in Christo Johannem B. Sacræ Theologiæ professorem paternitati vestræ præsentamus, humiliter supplicantes, ut præfat. Johann. ad vicariam admittere, ipsumque in eadem Canonice instituere, cæteraq; peragere, quæ in hac parte vestro Pastorali incumbent officio, dignemini cum favore. In cujus rei testimonium sigill. nostrum commune præsentibus est appensum. Dat. &c.

PROVISOES.

Power to make Leases.

PRovided always, and nevertheless it is covenanted, granted, condescended, and fully agreed by and between the said parties to these presents; That all and every Lease and Leases, Demise and Demises, Grant or Grants, to be had or made by the said *A.B.* during his natural life, by his Deed or Deeds indented to be made betwixt him the said *A.B.* of the one part, and any other person or persons of the other part, the one part whereof to be signed and sealed with the hand and seal of the said *A.B.* of the said Mannors, &c. or of any of them, or of any part or parcel thereof, for term of year or years, life or lives, whereupon the old and accustomed yearly Rent or Rents of the said Mannors &c. so to be demised, or more, shall be reserved and yearly payable, during such Lease or Leases so to be made, shall be good, sure, effectual, and available in Law, for and during the said Terms. And that all and every person and persons unto whom such Lease or Leases shall be made, their Executors and Assigns, shall or may peaceably and quietly have, hold, occupy, and enjoy, the Lands, Tenements, and Hereditaments, with their Appurtenances, so to them or any of them to be granted, demised, or letten, according to the effect and true meaning of his and their said Leases and Grants. And that the said *C. D.* &c. their Heirs, and every other person and persons, and his and their Heirs as shall be then seised of such of the Premisses as shall be so demised or granted from time to time, shall stand and be seised of and in such part and parts of the Premisses, which shall fortune to be so letten, demised, or granted, as aforesaid is mentioned: And the Conveyance and Assurance so to be made as is aforesaid, shall be, and be taken to be, to the use and behoof of such Lessee and Lessees, Grantee and Grantees, their Executors, Administrators, and Assigns, for and during such Terms and Interests as shall be so had or made; to any such person and persons by the said *A.B.* according to the true intent and meaning of these present Indentures, &c.

A Proviſo to grant any part of the Lands for Wives Joynture, preferment of Children, or Leaſes for years, or lives.

PRovided alwayes, &c. That it ſhall and may be lawfull to and for the ſaid *A. B.* at all times, and from time to time during his life, as well to grant, convey, and aſſure the Premiſes, and every, or any part or parcel thereof, to any perſon or perſons whatſoever, to and for the Joynture and Joyntures of any lawful Wife or Wives of the ſaid *A. B.* or to or for the preferment and advancement of any Son or Sons, Daughter or Daughters of the ſaid *A. B.* for and during ſuch Eſtate and Eſtates, Term and Terms, and in ſuch manner and form, as ſhall ſeem good to the ſaid *A. B.* And alſo to grant, leaſe, and demiſe the Premiſes, and every or any part thereof, to any perſon or perſons whatſoever, for life or lives, year or years, or otherwiſe: And that the ſaid Recovery ſhall be, and the Recoverers and their Heirs, and the Survivors and Survivor of them and their Heirs, ſhall ſtand and be ſeiſed of and in ſo much of the Premiſes, as ſhall be ſo granted, conveyed, aſſured, leaſed, or demiſed by the ſaid *A. B.* to ſuch uſes, intents, and purpoſes, and for and during ſuch Eſtate and Eſtates, and under ſuch Conditions, Limitations and Determinations, as the ſame ſhall be ſo limited, declared, and appointed unto, by the ſaid *A. B.* &c.

A Proviſo for Liberty to the Son and Heir to make Joyntures, grant Annuities, and aſſign Lands for raiſing Daughters Portions, and that the Son ſhall not impeach any Act done by the Father.

PRovided, &c. That after the deceaſe of the ſaid *A. B.* it ſhall and may be lawful for the ſaid *C. D.* during his life, as well to convey and aſſure any part or parcel of the Premiſes, not exceeding the ancient value of &c. by the year, above all Charges and Repriſes (the Capital Meſſuage, &c. alwayes excepted and forepriſed) to any perſon or perſons whatſoever, for the term of the natural life onely of any the lawful Wife of the ſaid *C. D.* (without any the Remainder over and diſpuniſhable of Waſt) to and for the Joynture of ſuch his lawful Wife. And likewiſe to convey and aſſure any part or parcel of the Premiſes, not exceeding the ancient Rent and value of &c. above all charges and Repriſes (except before excepted) to any of the younger Son or Sons of the ſaid *C. D.* (without any Remainder over, and not diſpuniſhable of Waſt.) And alſo to grant, aſſure and convey any part or parcel of the Premiſes (except before excepted) to any perſon or perſons whatſoever, for and during ſo many years as the Sums of &c. ſhall or may be levied, raiſed, had, or taken, of the Rents, Iſſues, and Profits thereof, to the uſe of the Daughter, or Daughters of the Body of the ſaid *C. D.* lawfully to be begotten, to and for their preferment and advancement in Marriage: And that the ſaid Recovery ſhall be, and the ſaid Recoverers and their Heirs, and the Survivors and Survivor of them and their Heirs, and all and every other perſon and perſons, that ſhall have any Eſtate of Free-hold or Inheritance, of, in, or to the Premiſes, or any part there-

of,

of, ſhall ſtand and be ſeized of and in ſuch part and parcel of the Premiſes, as ſhall be granted, aſſured or conveyed by the ſaid *C. D.* for ſuch intents and purpoſes, and in manner and form aforeſaid, to ſuch uſes and intents as the ſame ſhall be limited, declared, or appointed unto by the ſaid *C. D.* ſo that his ſaid declaration, limitation, and appointment thereof, be according to the purport, true meaning, and intent of this Proviſo, and not otherwiſe. And ſo alwayes that any Joynture or Joyntures, Leaſe or Leaſes, Eſtate or Eſtates made by he ſaid *A. B.* in his life time, ſhall not in any wiſe be impaired, troubled, or hurt, by any ſuch Grant, Conveyance, or Aſſurance, ſo to be made by the ſaid *C. D.* &c.

That the Heir may make all Leaſes, ſo that the ſame may not impair any Eſtate made by the Father.

PRovided, &c. That it ſhall and may be lawful to and for the ſaid *C. D.* from time to time, and at all times, from and after the death of the ſaid *A. B.* to leaſe and demiſe the Premiſes, and every or any part or parcel thereof, (except &c.) to any perſon or perſons whatſoever, for and during ſuch Eſtates onely, and in ſuch manner and form, quality, condition, and degree, to all intents and purpoſes, as Tenant in Tail is enabled to do, by the Statute made in the 32 year of the Raign of the late King *H.* 8. and not otherwiſe; So alwayes as thereby any Joynture or Joyntures, Leaſe or Leaſes, Eſtate or Eſtates, made or to be made by the ſaid *A. B.* ſhall not in any wiſe be troubled, hurt, or impaired: And that from and after ſuch Demiſes and Leaſes ſo to be made by the ſaid *C. D.* the ſaid Recovery ſhall be, and that the ſaid Recoverers and their Heirs, and the Heirs of the Survivor of them, ſhall ſtand and be ſeized of and in ſuch part, and ſo much of the Premiſes as ſhall be ſo leaſed or demiſed by the ſaid *C. D.* to the uſe and behoof of ſuch Leſſee and Leſſees, according to the form and effect of the ſaid Leaſe and Leaſes, ſo long as the ſaid Leſſee and Leſſees ſhall at all times well and truly pay, ſatisfie, and do, to ſuch perſons as ſhall for the time being, have the immediate Reverſion or Remainder of the Premiſſes to be leaſed and demiſed, all Rents, Duties, Payments, and Services whatſoever, reſerved, limited, or appointed to be paid or done, in or by any ſuch Leaſe or Leaſes, and ſo long as any ſuch Leſſee or Leſſees ſhall not commit or do any wilful Waſt in or upon the Premiſſes ſo to be leaſed or demiſed, and after, to the uſes, intents, in theſe preſent Indentures expreſſed and declared, in ſuch manner, form, order, and degree, as they be before expreſſed, limited, and appointed, &c.

For

For liberty to make Leaſes, with ſome difference from the former.

PRovided nevertheleſs, and the uſe, intent and purpoſe of theſe preſents, and of the ſaid intended Fine and Fines, Conveyance and Conveyances, is, and ſo hereafter ſhall be, and may be taken to be; That it ſhall and may be lawful, to and for the ſaid *A.* and *K.* at any time or times during their joynt-lives, by their Deed or Deeds; as alſo to and for the ſaid *K.* after the death of the ſaid *A.* at any time or times during her life, by her Deed or Deeds, to demiſe, leaſe, or limit the uſe of ſuch the Tenements or Hereditaments, parcel of the ſaid Premiſſes, which within the ſpace of 7. years now laſt paſt, have been uſually letten or enjoyed in Farm, to or by any perſon or perſons. To have and to hold, for and during the term of 3. lives, or under, in Poſſeſſion, and not in Reverſion, or for and during the term of 21. years, or under, from the making, or from the day of the making thereof, in Poſſeſſion, and not in Reverſion. And it is agreed, That the ſaid intended Fine and Fines, Conveyance and Conveyances before covenanted, or agreed to be hereafter had or made, ſhall enure and be, and ſhall be conſtrued and taken, ſeverally and reſpectively, to make good and effectual all and every ſuch Leaſe, Leaſes, and Limitation of Uſes, according to the ſeveral Tenors thereof, for and during ſuch onely time and terms, to be reſpectively compriſed in or by ſuch Leaſe, Leaſes, or Limitation of Uſes, and ſo that thereby, or thereupon, the yearly Rents, Boons, and Services which have been uſually and yearly within the ſpace of 7. years now laſt paſt, yielded or done for ſuch Tenements and Hereditaments which ſhall ſo happen to be leaſed, demiſed, or limited in uſe, be reſerved or agreed on, in, or by ſuch Deed or Deeds, to be and continue, during ſuch term and terms ſo to be demiſed or limited in uſe as aforeſaid, yearly due and payable, after the deceaſe of the ſaid *A.* and *K.* unto ſuch perſon and perſons, for the time then being, as ſhall then be Owner or Owners of the immediate Reverſion or Remainder, for the time being, of ſuch the ſaid Lands, Tenements, and Hereditaments ſo to be demiſed or limited in uſe, and ſo that ſuch Lands and Tenements ſo to be demiſed or limited in uſe, ſhall and do, during the continuance of ſuch ſaid ſeveral Terms, contain, and be, upon reaſonable Requeſt in that behalf, ſufficient overt, and lyable to the Diſtreſs and Diſtreſſes of every ſuch perſon and perſons, for the time being, ſo having the immediate Reverſion or Remainder of ſuch ſaid Lands, Tenements, and Hereditaments, ſo to be demiſed or limited in uſe as aforeſaid, for all and every the Arrerages of the ſame Rents and Services which ſhall happen in any wiſe to be unpaid, &c.

A Proviſo

A Proviſo *of Revocation in the ſame Deed.*

PRovided nevertheleſs, and it is agreed, that if either the ſaid *A. R.* and *K.* his Wife, at any time during their joynt-lives, or the ſaid *K.* after the deceaſe of the ſaid *A.* and during her then Widow-hood, ſhe the ſaid *K.* not having then concluded of, or fully determined, to marry with any other perſon, ſhall or do tender or pay in the preſence of 3. Witneſſes, unto the ſaid *A. B.* and *C. D.* or to the Survivor of them, or to any of them, or to their or any of their Heirs, the full ſum of 10 *s.* at the leaſt, of good and lawful money of *England*, of, or with intent or purpoſe, to revoke, make fruſtrate or void, all or any the uſes aforeſaid, ſo limited in or by theſe preſents, unto all or any the Son or Sons, Daughter or Daughters of the ſaid *A.* and *K.* begotten or to be begotten, formerly in or by theſe preſents, in any wiſe had or made, mentioned or ſpecified, and ſhall and do thereupon at any time within 6. months next following, after ſuch tender or payment by their joynt Deed or Writing under their Hands and Seals, during their joynt-lives, or by the Deed or Writing of the ſaid *K.* under Hand and Seal, during ſuch her Widow-hood as aforeſaid, reſpectively publiſh, ſignifie, or declare their or her intention and purpoſe, for the revoking, making fruſtrate or void, all or any ſuch the Uſe or Uſes as aforeſaid, ſo limited in or by theſe preſents, unto all or any the Son or Sons, Daughter or Daughters of the ſaid *A.* and *K.* begotten or to be begotten, that then and from thenceforth all and every ſuch Uſe and Uſes, as ſhall be ſo ſignified, publiſhed and declared to be intended or meant to be revoked and made fruſtrate. And all and every the Eſtate and Eſtates thereby, or by means thereof, raiſed, had, or made, ſhall abſolutely ceaſe, be fruſtrate and void, as if the ſame Uſe or Uſes had never been limited, mentioned, or agreed upon, in or by theſe preſent Indentures, or otherwiſe, any limitation of Uſes in or by theſe preſents, or any other matter or thing whatſoever, to the contrary thereof in any wiſe notwithſtanding: In Witneſs, &c.

DAVENPORT.

Proviſoes.

PRovided always, and it is fully agreed, reſtified and declared by and between the ſaid parties to theſe Preſents, and every of them, that it ſhall and may be lawful to and for the ſaid *J. C.* at any time during this life, by, and according to the true intent and meaning of theſe Preſents, at the Will and pleaſure to demiſe and let the Premiſes, or any part thereof, for ſuch terms. And with and under ſuch Conditions, Rents and Reſervations, and in ſuch manner and form to all intents and purpoſes, as Tenant in tail may lawfully do, or is enabled or permitted to do, by the Statute made in the 32 year of the late King *Henry* the 8th, and for any term of years determinable upon one life, 2. or 3. lives, with and under ſuch Reſervations and Rents, and in ſuch manner and form, to all other intents and purpoſes, as is limited by the ſaid Statute. And

this

that the said Recovery and Recoveries, and Assurances, and every of them, shall be and enure, and the Recoverers and Parties thereunto, and their Heirs, shall stand and be seized of, and for, and concerning the Premisses so to be demised or letten, to the use of such person or persons, to whom any such Lease or Leases shall be so made, and of his or their Executors, Administrators, and Assigns, during the several continuances of the said Leases, and according to the true intent and meaning of the same Leases; and of, for, and concerning the Reversion and the Reversions depending upon the same Leases, and the Rents and Services thereby reserved, and of the said Lands and Premisses so to be demised and letten after the several ends, determinations, and becoming void of the same Leases, as they shall severally end and determine; to such and the same uses, intents, and purposes, as the same Premisses so to be demised or letten, should or ought to have been, if no such Lease or Leases had been had or made. Provided also, And it is further agreed, testified, and declared, by and between the said parties, to these presents, and every of them; that it shall and may be lawful, to and for the said *J. C.* the Father, at any time or times, and from time to time, during his life, and after his decease, to and for every other person, who shall have the immediate Free-hold of the Premisses, by or according to the true intent and meaning of these presents, at his and their will and pleasure, by any Writing to be sealed with the Seal, and subscribed with the name of the said *J. C.* the Father, or of the said person, having the immediate Free-hold of the Premisses (as is aforesaid) to grant, limit, or appoint the said Manor of *P.* and all the Premisses in *W.* aforesaid, or any part thereof, for a Jointure to any Wife of the said *J. C.* the Father, or of the said person, having the immediate Free-hold of the Premisses as is aforesaid, or of the then eldest Son of any of the said persons, so having the immediate Free-hold of the Premisses; or to any Woman whom the said *J. C.* the Father, or any person having the immediate Free-hold of the Premisses as is aforesaid, or any such eldest Son as is aforesaid, shall afterwards marry, and take to Wife, for the term of the life of such Wife or Woman: And that the said Recovery and Assurances, and every of them, shall be and enure, and the Recoverers and Parties thereunto, and their Heirs, from and after every such Grant, Limitation, or Appointment, shall stand and be seized of and in the Premisses so to be granted, limited, or appointed; to the use of such Woman or Wife as is aforesaid, for the term of her life; And from and after her decease, to such and the same uses, intents, and purposes, as the same Premisses so to be granted, limited, or appointed, should or ought to have been, if no such Grant, Limitation, or Appointment had been had or made.

Provided also, And it is fully agreed, testified, and declared, by and between the said parties, to these Presents, and to every of them, that it shall and may be lawful, to and for the said *J. C.* the Son, after the death of *J. C.* the Father, at any time or times, and from time to time, during his life; and after his decease, to and for every other person, who shall have the immediate Free-hold of the said Mannors and Premisses, according to the same intent and meaning of these Presents, at his and their will and pleasure, by any Writing to be sealed with the Seal, and subscribed with the name of the said *J. C.* the Son, or

of the ſaid perſon, having the immediate Free-hold of the Premiſſes, as is aforeſaid, in the preſence of two or more credible Witneſſes, or by his and their laſt Will and Teſtament in Writing, to be ſealed and ſubſcribed, as aforeſaid; to appoint, limit, give, or deviſe, all or any part of ſuch, and ſo much of the ſaid Mannors and Premiſſes, as he or they, or ſuch of them, ſo making ſuch Deed or laſt Will, ſhall then be ſeized of an Eſtate of Free-hold or Intail, as before is expreſſed, to or for every, or to or for any, of the younger Son or Sons of them, or any of them, as to ſuch perſon ſo making ſuch Deed, or laſt Will, ſhall be thought meet or convenient, o her then the ſaid Mannors of *Dale*, for the better livelyhood, maintainance, education, and preferment, of ſuch younger Son or Sons, or to any other perſon or perſons, to the uſe and uſes of ſuch younger Son or Sons, for and during the term of the natural life or lives of ſuch younger Son and Sons onely, and not for any longer time or term. And ſo that the ſame Premiſſes, or ſuch part thereof, as ſhall be ſo deviſed, granted, limited, or appointed, be not of, or do not exceed and amount in yearly Revenues, Profits and Rent, by the year, for every, or any one ſuch younger Son or Sons, or any of them, to whom or whoſe uſe ſuch Deviſe, Limitation, or Appointment, or to be made to ſuch younger Son or Sons as is aforeſaid, ſeverally to every, or any ſuch ſaid Son or Sons, and not joyntly one with another; And ſo that every ſuch Gift, Deviſe, Limitation, or Appointment, ſo to be made to ſuch younger Son or Sons as aforeſaid, and the Eſtate ſo thereof and therein to be given, granted, deviſed, limited, or appointed, ſhall expire and end upon the death of ſuch ſaid younger Son onely, as to whom or whoſe uſe ſuch ſaid Grant, Deviſe, Limitation, or Appointment, ſhall be ſo made as is aforeſaid, and ſo as ſuch, and every or any ſuch Guift, Deviſe, Limitation, or Appointment, for ſuch ſaid younger Son or Sons as aforeſaid, be not made without Impeachment of Waſt, by any ſpecial Covenant, Clauſe, or matter for that purpoſe, to be contained in any ſuch Deed or Deeds, or laſt Will. And ſo as alſo the ſaid Deviſe, Limitation, or Appointment, ſhall be no incumbrance of ſuch part of the Mannors and Premiſſes, as ſhall be granted or ſeized for the Joynture of any Woman or Women as aforeſaid, or that ſhall be deviſed or leaſed, according to the form and effect of theſe Preſents, or otherwiſe conveyed and aſſured in Leaſe as before is mentioned. **Provided alſo**, And it is likewiſe fully covenanted, granted, concluded, condeſcended unto, limited, and agreed, by and between the ſaid parties, to theſe preſent Indentures, for them and their Heirs, That if it ſhall happen or fortune, at any time or times hereafter, the ſaid *J. C.* the Son, or any perſon, having the immediate Free-hold of the Premiſſes as is aforeſaid, having Iſſue one or more Daughter or Daughters, of his or their Bodies lawfully begotten, and which at the time of the death of the ſaid *J. C.* the Son, or of the ſaid perſon, having the immediate Free-hold of the Premiſſes as is aforeſaid, ſhall be unpreferred, or unadvanced in Marriage by their Father, as is aforeſaid; that it ſhall and may be lawful to and for the ſaid *J. C.* the Son, and ſuch perſon and perſons having the Free-hold of the Premiſſes, as is aforeſaid, in like manner, in or by his or their Deed or Deeds, indented by him or them, to be ſealed and ſubſcribed, in the preſence of 2 or more lawful Witneſſes, or in and by his and their laſt Will and

Teſta-

Testament in Writing, by him and them to be sealed and subscribed, and in the presence of two or more lawful Witnesses, by him or them to be pronounced, or affirmed to be his or their Will, to appoint, limit, give, devise, and demise, such and so much of the said Mannors and Premisses, with the Appurtenances, whereof he or they, or such of them, so making such Deed or last Will, shall be then seized as is aforesaid, to or for every, or any such Daughter or Daughters of such of them, as shall be so seized, as before is mentioned, and shall so make such Deed or last Will as aforesaid, not exceeding the ancient Rent and yearly value of 50 *l.* by the year, or to any other person or persons, to the use or uses of such Daughter or Daughters, for their, or any of their better livelyhood, maintainance, education, and preferment in Marriage, for and during such time and term, and until such time, as such said Daughter or Daughters, or other person or persons, to her, or their, or any of their uses, to whom such Grant, Devise, Limitation, Demise, or Appointment, shall be so had or made, as is aforesaid; or may, or without Fraud, Covin, or Collusion, might have lawfully (of the Rents, Issues, and Profits yearly coming, growing, arising, or renewing of the said Premisses, so to be given, granted, demised, devised, limited, or appointed, of of such Fines, or other Casualties, as shall or may without Fraud or Coven be received, to or for the Occupation or enjoying thereof or of any part thereof) received, perceived, and taken, all such Sum and Sums of Money, as shall, or otherwise might suffice to content, satisfie, and pay unto one sole Daughter, if there be no more (of him or them, which shall or may by the true meaning of this present Indenture, and of the uses therein limited and appointed, make such said Guift, Grant, Demise, Devise, Limitation, and Appointment, at the time of his or their death, to be living, and not married, nor otherwise sufficiently preferred as aforesaid) the whole and just Sum of pounds, of good and lawful Money of *England*, for and towards the Education, Livelyhood, Maintainance, and preferment in Marriage, as is aforesaid of the same sole and onely Daughter: And if there happen to be more then one Daughter, then for and till such time as such said Daughters, or such other person or persons, to whom any such Grant, Devise, Limitation, Demise, or Appointment, shall be so had or made, to the use of such said Daughters, or any of them, as is aforesaid, shall or may, or without Fraud, Covin, or Collusion, might have lawfully, (of the Rents, Issues, and Profits yearly growing, arising, or renewing, of, or in the said Mannors and Premisses, so to be given, granted, demised, devised limited, or appointed, for that purpose or intent) might suffice to content, satisfie, and pay unto such Daughters of him or them which shall be, or may by the true meaning of these present Indentures, and of the uses therein limited and appointed, make such said Grant, Devise, Demise, Limitation, or Appointment, and having more then one Daughter at the time of his or their death to be living, and not married, or otherwise sufficiently preferred, as is aforesaid, That is to say, to either and every of them, the whole and just Sum of &c. of lawful money of *England*, for and towards their and every of their Education, Livelyhood, Maintainance, and Preferment in Marriage, or otherwise, as is aforesaid, so as the said Guift, Devise, Limitation, or Appointment, be no incumbrance to or for any Lands, Tenements, or Hereditaments, to

be demised, devised, or lessed, or settled in Joynture to any Woman or Women, according to the form or effect of these presents, for or concerning the same Devises, Leases, or Grants, or any of them.

Provided also, and it is moreover fully agreed, testified, and declared, by and between the said parties to these Presents, and every of them, That if the said *J. C.* party to these presents, shall at any time during his life, by any Writing to be by him sealed with his seal, and subscribed with his name, in the presence of 2. or more Credible Witnesses, or by his last Will and Testament in Writing to be sealed and subscribed as is aforesaid, declare or signifie his Will, Mind, or Intent, to be to revoke, determine, or make void the Uses or Estates in and by these presents limited, of, for, or concerning the said Manor of *M.* in the said County of *N.* or any part thereof; That then and from thenceforth the said Uses and Estates in or by these presents limited, of, for, or concerning the said Manor of *T.* &c. and the said Premisses in *R.* or of such part thereof, of, for, or concerning the which, such declaration or signification as is aforesaid shall be made, (Saving and excepting all Leases and Demises to be made, by and according to the intent and true meaning of these presents) shall cease and determine, and shall be utterly void and of none effect: And that then and from thenceforth the said Recovery or Recoveries, and Assurances, shall be and enure, and the Recoverers and Recoverer, and parties thereunto, and their Heirs, shall from and after such declaration or signification as is aforesaid, stand and be seized of the last mentioned Manors and Premisses, or of such part thereof, whereof such declaration or signification aforesaid shall be made, to such Uses, Intents, and Purposes as the said *J. C.* the Father shall in or by such Writing, or Last Will and Testament as is aforesaid, (or by any other writing or last Will to be sealed as is aforesaid and subscribed) limit or declare: And for want of such limitation or declaration, To the only use and behoof of the said *J. C.* the Father, and to his Heirs for ever. Provided likewise, and it is also agreed, testified, and declared, by and between the said parties to these presents, and every of them, That if the said *J. C.* the Father shall at any time during his life, by any such Writing or last Will or Testament as is aforesaid, to be so sealed and subscribed as is aforesaid, declare or signifie his Will, Mind, or Intent, to be to revoke, determine, or make void the Uses or Estates in and by these presents limited, or for or concerning the whole Premisses, or any part thereof, and shall by the same Writing or last Will and Testament, or by any other writing or last Will to be so sealed and subscribed as is aforesaid, limit or declare the same Premisses, or such part thereof, whereof such Signification or Declaration as is aforesaid shall be made, to be to the use of the said *J. C.* the Father, for the term of his life, without Impeachment of or for any manner of Waste, and with such and the like power to him to make Leases and Joyntures as is aforesaid; and from and after his decease, To the use of the said *J. C.* the Son, and of the Heirs males of his body Issuing: And for default of such Issue, to the use of the heirs males of the body of the said *J. C.* the Father issuing: And for default of such Issue, to the use of *A. B.* and the heirs males of his body issuing: And for default of such Issue, to the use of the right heirs of the said *J. C.* the Father for ever: That then and from thenceforth the said

Uses

and Eſtates, firſt herein before limited, of, for, or concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch declaration or ſignification, as aforeſaid, ſhall be made, (Saving & excepting all Leaſes, Demiſes, and Joyntures, to be made, by and according to the true intent & meaning of theſe preſents) ſhal ceaſe and determine, and ſhall be utterly void and of none effect. And then, and from thenceforth, the ſaid Recovery and Recoveries ſhall be and enure: And the Recoverors or Recoveror, and parties thereunto, and their Heirs, ſhall from and after ſuch Declaration or Signification as is aforeſaid, ſtand and be ſeiſed of the ſaid whole Manors & Premiſſe, or ſuch part thereof, whereof ſuch declaration or ſignification (as is aforeſaid) ſhall be made, to the uſe of the ſaid *J.C.* the Father, for the term of his life, without Impeachment of or for any manner of Waſte: And with ſuch and the like power to him, to make Leaſes and Joyntures as is aforeſaid; and from & after his deceaſe, to the uſe of the ſaid *J.C.* the Son, & of the heirs males of his body iſſuing; and for default of ſuch Iſſue, to the uſe of the heirs males of the body of the ſaid *J.C.* the Father iſſuing: And for default of ſuch Iſſue, to the uſe of the ſaid *A.B.* and of the heirs males of his body iſſuing: And for default of ſuch Iſſue, to the uſe of the right heirs of the ſaid *J. C.* the Father for ever. And moreover, it is Provided, agreed, teſtified, and declared, by and between the ſaid parties to theſe Preſents, and every of them, That if the ſaid *J.C.* the Father, ſhall at any time during his life, by any Writing to be by him ſealed with his ſeal, and ſubſcribed with his name, and conſent, ſubſcribed and ſealed by the ſaid or any 2. of the laſt named, in the preſence of 2. or more Witneſſes, ſhall declare or ſignifie his Will, Mind, or Intent to be, to revoke, determine, or make void the Uſes or Eſtates, in and by theſe preſents limited, of, for, or concerning the whole Premiſſes, or any part thereof, That then and from thenceforth the ſaid Uſes and Eſtates, in and by theſe preſents limited, of, for, or concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch Declaration or Signification as is aforeſaid ſhall be made, (Saving and Excepting all Leaſes, Demiſes, and Joyntures to be made, by or according to the intent and true meaning of theſe preſents) ſhall ceaſe, end, and determine, and ſhall be utterly void and of none effect. And that then and from thenceforth, the ſaid Recovery and Recoveries, and every of them, ſhall be and enure, and the ſaid Recoverors or Recoveror, and parties thereunto, and their heirs, ſhall from and after ſuch declaration or ſignification, as is aforeſaid ſtand and be ſeiſed of the ſaid whole Premiſſes, or of ſuch part thereof, whereof ſuch declaration or ſignification (as is aforeſaid) ſhall be made, to ſuch uſes, intents, and purpoſes as the ſaid *J. C.* the Father ſhall, in or by ſuch Writing as is laſt aforeſaid, or by any other writing to be ſo ſealed and ſubſcribed as is laſt aforeſaid, limit or declare; and for want of ſuch limitation or declaration, to the only uſe and behoof of the ſaid *J. C.* the Father and his Heirs. Provided always, and it is further agreed, teſtified and declared by and between the ſaid parties to theſe preſents, and every of them, That if the ſaid *J.C.* the Father ſhall happen to over-live the ſaid *J.C.* the Son, and that there ſhall not be any Iſſue male of the body of the ſaid *J. C.* the Son living, or in *ventre ſa mere*; Then if the ſaid *J.C.* the Father ſhall at any time after ſuch dying of the ſaid *J. C.* the Son, without any Iſſue Male of his body, by any writing to be by him the ſaid *J.C.* the Father ſealed with his ſeal, and ſubſcribed with his

name, in the preſence of 2. or more Witneſſes; or by his laſt Will and Teſtament in writing to be ſealed and ſubſcribed as is aforeſaid, declare or ſignifie his Will, Mind, or Intent to be, to revoke, determine, and make void the Uſes or Eſtates, in and by theſe preſents limited, of, for, or concerning the whole Premiſſes, or any part thereof; That then and from thenceforth the ſaid Uſes and Eſtates, in and by theſe preſents limited, of, for, and concerning the whole Premiſſes, or ſuch part thereof, whereof ſuch declaration or ſignification (as is aforeſaid) ſhall be made (Saving and Excepting all Leaſes, Demiſes, and Joyntures to be made, according to the intent and true meaning of theſe preſents), ſhall ceaſe, end, and determine, and ſhall be utterly void and of no effect. And that then, and from thenceforth, the ſaid Recovery and Recoveries, and every of them, ſhall be and enure; and the ſaid Recoverors and Parties thereunto, and their Heirs, ſhall, from and after the declaration and ſignification (as is aforeſaid) ſtand and be ſeized of the ſaid whole Premiſſes, or of ſuch part thereof, whereof ſuch declaration and ſignification (as is aforeſaid) ſhall be made, To ſuch uſes, intents, and purpoſes, as the ſaid *J. C.* the Father ſhall, in or by ſuch Writing as is aforeſaid, or by his laſt Will and Teſtament in writing, or by any other writing to be ſealed and ſubſcribed (as is aforeſaid) limit or declare: and for want of ſuch limitation or declaration, to the only uſe and behoof of the ſaid *J. C.* the Father and his Heirs.

A Proviſo *to make void a Leaſe for non-performance of Covenants.*

PRovided alwayes, That if it ſhall happen the ſaid yearly Rent of 30 l. or any part thereof, to be behind and unpaid by the ſpace of 28 dayes next after any of the ſaid Feaſt-dayes, at which the ſame ought to be paid; Or that the ſaid demiſed Premiſſes, and every part thereof ſhall not be repaired, according to the Covenant in that behalf made: Or if the ſaid *A. B.* his Executors or Adminiſtrators, do or ſhall let the Premiſſes, or any part thereof, or ſhall Aſſign his whole Term, or any part thereof, without the licence of the ſaid *C. D.* his Heirs or Aſſigns, under his and their hand and ſeal; That then it ſhall and may be lawful, to and for the ſaid *C. D.* his Heirs and Aſſigns, into the demiſed Premiſſes to re-enter, and the ſame to have again, repoſſeſs, and enjoy, as in his or their former Eſtate; This Indenture or any thing therein contained, to the contrary thereof in any wiſe notwithſtanding.

RELEA-

RELEASES.

A Releaſe of Dower with a Grant of a Weekly Penſion during Life.

THis Indenture made, &c. Between *A.B.* of &c. late the wife of *C.B.* late of &c. Gent. deceaſed, on the one part, and *L.O.* of &c. on the other part, Witneſſeth, That the ſaid *A.B.* as well for the Conſiderations hereafter in theſe preſents expreſſed, as for divers other good Cauſes and Conſiderations her eſpecially moving, Hath remiſed, releaſed, and quit-claimed, and by theſe preſents doth clearly and utterly remit, releaſe, and quit-claim, unto *R.C.* of &c. and to the ſaid *L.O.* and *E.* his Wife, all her Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, which ſhe the ſaid *A.B.* hath, ſhould, might, or ought to have, of, in, to, or out of all, or any the Lands, Tenements, and Hereditaments, which were the Inheritance of the ſaid *C.B.* her ſaid late husband deceaſed, or any part thereof, for or by reaſon of her Dower, or of any Joynture heretofore made, or by reaſon of any other Right, Title, or Means whatſoever, to her at any time before the Date hereof come, grown, or accrued. And that ſhe the ſaid *A.B.* ſhall not, nor will, at any time hereafter, claim, challenge, demand or ſeek to have any Dower, or other manner of Eſtate, Right, Title, or Intereſt of, in, to, or out of, any of the Copyhold-Lands, Tenements, or Hereditaments, which late were of the ſaid *C.B.* lying and being in *W.* in the foreſaid County of *L.* and holden as of the Mannor of the ſaid *C.* in the ſaid County of *L.* And that ſhe ſhall and will at any time hereafter, upon reaſonable Requeſt to her in that behalf to be made, and at the coſts and charges in the Law of the ſaid *C.D.* and *E.* his wife, their Heirs and Aſſigns, either by Surrender, or by any other ſuch way or means, according to the Cuſtome of the ſaid Mannor, as by the ſaid *L.O.* and *E.* or either of them, their Heirs or Aſſigns, or by their or any of their Councel learned in the Laws, ſhall be reaſonably deviſed or required, Releaſe, remit, and quit-claim to them, the ſaid *L.O.* and *E.* their Heirs or Aſſigns, all ſuch Eſtate, Right, Title, Intereſt, Dower, Title of Dower, Claim and Demand whatſoever, as ſhe the ſaid *A.B.* hath, may, ſhould, might, or ought to have, by the Cuſtome of the ſaid Mannor of *C.* or otherwiſe howſoever, of, in, to, or out of, all or any of the ſame Copyhold Lands, Tenements, Hereditaments, or any part or parcell thereof, by reaſon of her Inter-marriage with the ſaid *C.B.* or by reaſon of any Joynture

or other Right, Title, or Means whatſoever, made, come, grown, or accrued to her the ſaid *A. B.* before the day of the date hereof, ſo as for the making, doing, or executing of the ſame Releaſe, or other Aſſurance, ſhe be not compelled in perſon to travell or go out of the houſe or place where ſhe ſhall be inhabiting or abiding at the time of ſuch requeſt made or to be made. In conſideration of all which Premiſſes, the ſaid *L. O.* hath given, granted, and confirmed; and by theſe preſents doth for him, his Heirs, Executors, and Adminiſtrators, give, grant, and confirme to the ſaid *A. B.* one Annuity or Weekly Penſion of 20 s. by the week, To have, hold, receive, perceive, and enjoy the ſame Annuity or Weekly Penſion of 20 s. to the ſaid *A. B.* and her Aſſigns, from &c. now next coming, on Saturday in every week, weekly, for and during the natural life of the ſaid *A. B*: The ſame to be paid at or in the &c. And the ſaid *L. O.* for himſelf, his Heirs, Executors, and Adminiſtrators, covenanteth and granteth, to and with the ſaid *A. B.* her Heirs, Executors, Adminiſtrators, and Aſſigns, by theſe preſents, That if and as often as it ſhall happen any default to be made, of or in payment of the ſaid Weekly Penſion or Annuity, contrary to the form aforeſaid, That then and ſo often he the ſaid *L. O.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall forfeit and loſe to the ſaid *A. B.* and her Aſſigns, (*nomine pœnæ*) the ſum of 20 s. of &c. And that he the ſaid *L. O.* his Heirs, Executors, Adminiſtrators, or Aſſigns, ſhall and will, from time to time, during the natural life of the ſaid *A. B.* (as often as any default of payment ſhall be made) truly pay, or cauſe to be paid, to her the ſaid *A.* or her Aſſigns, every ſuch 20 s. whereof default ſhall be made in payment, together with every ſuch Sum to be forfeited (*nomine pœnæ*) upon the next Saturday after any ſuch Default made in payment thereof. In Witneſſe, &c.

A Releaſe of Dower by a Widow.

TO all Chriſtian People to whom this preſent Writing ſhall come, I *A. B.* Wid. late wife of *E. W.* late Cit. and F. of *L.* deceaſed, ſend Greeting, &c. Know ye, That I the ſaid *A. B.* in my pure Widowhood and lawful Authority, have remiſed, releaſed, and utterly, for me, mine Heirs and Aſſigns for ever, have quit-claimed unto *G. S.* being in his Poſſeſſion, and to his Heirs and Aſſigns for ever, all mine Eſtate, Claim, and Right, as I the ſaid *A. B.* ever, have had, now have, or hereafter may have, by reaſon of my Dower of and in the 3d. part of one Tenement, with the Appurtenances, ſcil. &c. now, or late in the &c. which ſaid Tenement with the Appurtenances, the ſaid *G.* lately purchaſed of the ſaid *E.* my late husband; ſo that neither I, nor any other in my name, ſhall or may, at any time hereafter, have or claim any Right, Claim, Intereſt, or Dower in the ſaid Tenement, and other the Premiſſes, with their Appurtenances, or of or in any part or parcel thereof. But that we, and every of us, ſhall for ever hereafter, by theſe preſents, be excluded and barred of and from all Action, Claim, and Demand of Dower. In wit-neſs, &c.

A

A Releaſe of Dower after Recovery thereof.

TO all Chriſtian People, &c. I *A. L.* of *L.* Widow, late wife of *A. L.* late Cit. and H. of *L.* deceaſed, ſend Greeting, &c. Whereas the ſaid *A. L.* my ſaid late husband, and I the ſaid *A. L.* in the life-time of the ſaid *A. L.* have by vertue of the Kings Majeſties Writ of Dower *unde nihil habet* in that behalf directed to the then Mayor and Sheriffs of *L.* recovered againſt *T. L.* of *L.* Gent. Son and Heir of *J. L.* late of *L.* Gent. deceaſed, by the name of *T. L.* Gent. in the *Huſtings* of *Common Pleas*, holden in the *Guild-Hall* within the City of *L.* according to the Cuſtome of the ſame City, for my Dower, one 3d part of all that Meſſuage or Tenement with the Appurtenances, commonly called or known by the name of the ſign of the *L.* ſcit. &c. late in the Tenure or Occupation &c. or of their Aſſign or Aſſigns, Leſſee or Leſſees, by the name of a 3d part of a Meſſuage, with the Appurtenances, ſcituate, &c. as by the Records of the ſame Court more at large it doth and may appear. Know ye, That I the ſaid *A. L.* for divers good Cauſes and Conſiderations me thereunto ſpecially moving, do by theſe preſents acquit and diſcharge the ſaid *T. L.* his Heirs, Executors, and Adminiſtrators, and every of them, and the ſaid Meſſuage or Tenement, and every part and parcel thereof, of and for the Suit, Recovery and Judgment of them, or otherwiſe howſoever obtained in the ſaid Court as aforeſaid, and of and from all ſuch Execution and Executions, as I the ſaid *A.* might or may have againſt the ſaid *T. L.* his Heirs, Executors, or Adminiſtrators, or any of them, or againſt the ſaid Meſſuage or Tenement, or any part thereof, upon or by vertue of the ſaid Recovery or Judgment, or either of them, or otherwiſe howſoever for my Dower aforeſaid. And alſo, I do by theſe preſents grant, releaſe, remit, and quit-claim unto the ſaid *T. L.* and *R. S.* (in their full and peaceable poſſeſſion and ſeiſin being) and to the Heirs and Aſſigns of the ſaid *T. L.* for ever, all ſuch Eſtate, Right, Title, Intereſt, Dower, and Title of Dower, Claim, and Demand whatſoever, as I the ſaid *A. L.* have, ſhould, may, might or ought to have, claim or demand of, in, to, or out of the ſaid Meſſuage or Tenement, with the Appurtenances, and of, in, and to every or any part thereof by vertue of the ſaid Recovery, and the Judgment thereupon given, or either of them, or otherwiſe howſoever; So as neither I the ſaid *A.* nor any other for me, or in my name, ſhall or may hereafter claim, challenge or demand any manner of Eſtate, Right, Title, Dower, Execution, or Intereſt, in, to, or out of the ſame Premiſſes, with the Appurtenances, or any part or parcel thereof: But that I the ſaid *A.* and my Heirs, ſhall, at all times hereafter, be fully and utterly barred and excluded from having or claiming of any ſuch Eſtate, Right, Title, Dower, or Execution or Intereſt, of, in, to, or out of the ſame Premiſſes, or any part thereof, or any Action or Actions for or concerning the ſame to theſe preſents. In witneſſe, &c.

A Lease for a year, whereon to ground a Release.

THis Indenture &c. between *A. B.* of the one part, and *C. D.* of the other part, Witnesseth, That the said *A. B.* for and in consideration of the sum of 5 s. of lawful money of *England* to him in hand paid by the said *C. D.* the receipt whereof he doth hereby acknowledge, hath bargained and sold, and by these Presents doth bargain and sell unto the said *C. D.* all that Messuage, &c. and the Reversion and Reversions, Remainder and Remainders, together with the Rents and Profits of the Premisses, and of every part & parcel thereof, To have and to hold the said &c. and all and singular other the Premisses herein mentioned, and intended to be hereby bargained and sold, with their and every of their Appurtenances, unto the said *C. D.* his Executors and Assigns, from the day before the date hereof, for and during the term of one whole year, from thence next ensuing, and fully to be compleat and ended, yielding and paying therefore the yearly Rent of one Pepper-Corn, at the Feast of St. *M.* the Arch. only, if the same be demanded, to the intent, that by vertue of these Presents, and of the Statute, for transferring Uses into Possession, the said *C. D.* may be in the actuall possession of the Premises, and be enabled to accept a Grant of the Reversion and Inheritance thereof, to him and his Heirs. In Witness, &c.

The Release.

THis Indenture made &c. between *T. H.* of the Parish of *D.* in *L.* Gent. and *J. H.* of the Parish of *M.* in the County of *M.* Mer. and *A.* his Wife; *J. W.* in the Parish of *M.* Esq; and *E.* his Wife, of the one part, and *K. S.* of *R.* in the County of *L.* Gent. on the other part, Witnesseth, That for and in consideration of the sum of &c. of lawful money of *England*, to the said *T. H.* in hand paid by the said *K. S.* at and before the ensealing and delivery of these Presents, the Receipt whereof he doth hereby acknowledge, and thereof, and of every part and parcel thereof, doth clearly acquit and discharge the said *K. S.* his Executors and Administrators, and every of them, by these presents, and of the several Sums of 5 s. of like money of *England* to the said *J. H.* and *J. W.* in hand paid by the said *K. S.* the Receipt whereof they do likewise hereby acknowledg, the said *T. H.* and the said *J. H.* and *J. W.* with consent, and at the request and appointment of the said *T. H.* have granted, aliened, released, and confirmed, and by these presents do grant, alien, release and confirm, unto the said *K. S.* in his actual possession, now being by vertue of a bargain and sale to him thereof made, for one whole year by Indenture, bearing date the day before the date hereof, and by force of the Statute for transferring Uses into Possessions, and to his Heirs and Assigns, All those Closes or enclosed Pastures, Ground, commonly called or known by the name or names, &c. containing by estimation 128 Acres, be they more or less, lying and being in *N.* in the County of *L.* now or late in the tenure or occupation of the said *K. S.* or his Assigns, and all and singular other the Lands, Tenements, Closes,

and

and Hereditaments whatſoever in *N.* aforeſaid, whereof or wherein the ſaid *T. H. J. H.* and *J. W.* or any of them, have any Eſtate of Freehold or Inheritance in Poſſeſſion, Reverſion, Remainder, or Expectance, and all the Eſtate, Right, Title, Intereſt, Reverſion, Claim and Demand whatſoever of them the ſaid *T. H. J. H.* and *J. W.* and every or any of them, of, in, and unto the Premiſſes, and every, or any part or parcel thereof, and the Reverſion and Reverſions, Remainder and Remainders yearly, and other Rents and Profits of the Premiſſes, and of every part and parcel thereof, To have and to hold the ſaid Cloſes, and all and ſingular other the Premiſſes herein before mentioned, and intended to be hereby granted, with the Appurtenances, unto the ſaid *K. S.* and his Heirs, to the uſe of the ſaid *K. S.* and of his Heirs and Aſſigns for ever. And the ſaid *T. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant and Grant, to and with the ſaid *K. S.* his Heirs and Aſſigns, by theſe preſents, That he the ſaid *T. H.* and the ſaid *J. H.* and *J. W.* or ſome or one of them, now are, or one of them now is, and ſtandeth lawfully and rightfully ſeiſed of and in the ſaid Cloſes and Premiſſes, with their Appurtenances, of a good, ſure, perfect, abſolute, and indefeaſable Eſtate in Fee-ſimple, and now have, or ſome, or one of them now hath, good, rightful power, and lawful and abſolute authority, to grant and convey the ſaid Cloſes and Premiſſes unto the ſaid *K. S.* and his heirs, according to the purport, true intent, and meaning of theſe Preſents; and that it ſhall and may be lawful, to and for the ſaid *K. S.* his Heirs and Aſſigns, from time to time, and at all times for ever hereafter, peaceably and quietly to have, hold, poſſeſs and enjoy the ſaid Cloſes, and all and ſingular other the Premiſſes hereinbefore mentioned, and intended to be hereby granted, with their Appurtenances, without any lawful let, ſuit, trouble, or interruption, of him the ſaid *T. H.* his Heirs or Aſſigns, or any other perſon or perſons whatſoever, except as is herein after excepted, diſcharged of and from all Incumbrances whatſoever the Rents and Services from henceforth to grow due and payable to the Lord or Lords of the Fee or Fees of the Premiſſes, for and in reſpect of his or their Seigniory, and one Leaſe by Indenture, bearing date, &c. made of the Premiſſes by the ſaid *J.* unto the ſaid *K. S.* for the term of 21 years, whereupon the yearly Rent of &c. is reſerved, only excepted and foreprized). And the ſaid *J. H.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth Covenant and Grant, to and with the ſaid *K. S.* his Heirs and Aſſigns, by theſe preſents, that it ſhall and may be lawful to and for the ſaid *K. S.* his Heirs & Aſſigns, from time to time, and at all times for ever hereafter, peaceably and quietly to have, hold, and poſſeſs, and enjoy the ſaid Cloſes and Premiſſes, with their Appurtenances, without the lawful let, ſuit, trouble, or interruption of him the ſaid *J. H.* his Heirs or Aſſigns, or any of them, or any other perſon or perſons lawfully claiming or to claim, in, by, from or under him, them, or any of them, (except before excepted): The like Covenant for Mr. *J. W.* And the ſaid *T. H. J. H.* and *J. W.* for them, their Heirs, Executors, and Adminiſtrators, do Covenant and Grant to and with the ſaid *K. S.* his Heirs and Aſſigns by theſe Preſents, That they the ſaid *T. H. J. H.* and *J. W.* and *E.* his Wife, and their heirs, ſhall and will, at any time or times hereafter, during the ſpace of 7. years next enſuing

the

the date hereof, upon the request, and at the cost and charges in the Law of the said *K.S.* his Heirs or Assigns, do, make, and execute, or cause, or procure to be made, done, executed, all and every such further and other act and acts, conveyances, and assurances in the Law whatsoever, for the further and better conveying and assuring the said Closes and Premisses, with their appurtenances, unto the said *K.S.* and his heirs, to the use of the said *K.S.* and of his Heirs and Assigns for ever, be it by Fine or Fines, or otherwise howsoever, as by the Councel learned in the Law of the said *K.S.* his Heirs or Assigns, shall be reasonably devised or required, so as such further assurance contain no further covenant or warranty then in these presents is contained, and so as the Parties to make the same be not thereby compelled or compellable to travel above 14. miles from the place or places of their usual abode for doing thereof. And the said *T. H.* for him and his Heirs, the said Closes and other the Premisses, with their Appurtenances, unto the said *K.S.* and his heirs, against him the said *J.H.* and his heirs, and all claiming or to claim in, by, from or under him, them, or any of them hath and will warrant for ever, and defend by these presents, and the said *J.W.* for him and his heirs, the Closes, and other the Premisses with their Appurtenances, unto the said *K.S.* and his heirs, against him the said *J.W.* and his heirs, and all claiming or to claim, by, from or under him, them, or any of them, or by, from, or under *J. W.* Esquire deceased, late Father of the said *J.W.* shall and will warrant and defend for ever by these Presents, &c.

A Release of Title to Land.

TO all persons to whom these presents shall come, *J.C.* of &c. eldest Son of *J. C.* late of &c. and *E.* his wife also deceased, sendeth Greeting. Know ye, That I the said *J. C.* for and in consideration of a competent Sum of money to be paid by *T.C.* of &c. *F.B.* of &c. and *S. B.* of &c. have remised, released, and for ever quit-claimed, and by these presents do for me, my Heirs and Assigns, fully, clearly and absolutely demise, release and for ever quit-claime, unto the said *T. C. F. B.* and *S.B.* (in their full and peaceable possession, and Seisin being) and to their Heirs and Assigns for ever, all the estate, right, title, interest, claim, and demand whatsoever, which I the said *J. C.* now have, or which I or my heirs at any time hereafter may or ought to have, of, in, or to all that Capital Messuage, and the Lands, Tenements, and Hereditaments thereunto belonging, called &c. with the Appurtenances containing &c. more or less, scituate, lying, and being in &c. late in the tenure or occupation of &c. and particularly of, in, and to all that and those Close and Closes, piece and pieces, parcel and parcels of Land, Meadows, Pasture, and Ground in &c. aforesaid, called or known by the name of &c. with the Appurtenances, **To have and to hold** all and singular the said Messuages, Lands, Tenements, Hereditaments, and Premisses, and every part and parcel thereof, with their and every of their Appurtenances unto the said *T.C.* and *F. B.* their Heirs or Assigns for ever, so that neither I the said *J.C.* nor my Heirs, nor any other person or persons for me or them, or in mine or their name or names, right, title or stead, shall or may by any wayes and means hereafter, have, claim, challenge

ſuage or demand any Eſtate or Intereſt of, in or to the ſame Premiſſes, or any part thereof; but from all Action, Right, Eſtate, Title, Intereſt, and Demand, of, in, or to the Premiſſes, and every of them, ſhall and will be utterly excluded and debarred for ever by theſe Preſents. And I the ſaid *I. C.* and my Heirs, the ſaid Capital Meſſuage, Lands, Tenements, Hereditaments, and Premiſſes, and every part and parcel thereof, with their, and every of their Appurtenances, unto the ſaid *T. C. F. B.* and *S. B.* and their Heirs, to their own proper uſe and uſes, againſt me and my Heirs, and all and every other perſon and perſons lawfully claiming, by, from, or under me the ſaid *I. C.* ſhall and will warrant, and for ever defend by theſe Preſents. In Witneſſe, &c.

An Acquittance upon an Indenture of Mortgage, with a Releaſe of all Covenants in the ſame, and of the Mortgagees Claim in the Land mortgaged.

TO all, &c. *T. R.* of *C.* in the County of *C.* Eſq; ſendeth greeting. Whereby a Pair of Indentures, bearing date, &c. made between the Right Honourable *E. F.* Kr. of the moſt noble Order &c. Lord *C.* &c. on the one part, and me the ſaid *T. R.* on the other part; The ſaid Lord *C.* hath given, granted, bargained, and ſold to me the ſaid *T. R.* and to mine Heirs and Aſſigns for ever, all thoſe Lordſhips, Mannors, and Parſonages of *B.* and all that the Mannor and Parſonage of *F.* of the County of *L.* with all the Rights, Members and Appurtenances of the ſame, with divers other things in the ſaid Indentures mentioned, upon and under this Condition, That if the ſaid Lord *C.* his Heirs or Aſſigns, ſhould pay or cauſe to be paid to me the ſaid *T. R.* mine Executors, Adminiſtrators, or Aſſigns, the ſum of 780 *l.* of &c. on the laſt day of this preſent moneth of *A.* in this preſent year of our Lord God &c. at the then dwelling houſe of me the ſaid *T. R.* ſet and being in the Pariſh of St. *M.* in *L.* within the City of *L.* between the hours &c. that then and from thenceforth the ſaid Indenture, and the Enrolment thereof, and all Covenants and Grants therein expreſſed, ſhould be void and fruſtrate, as by the ſaid Indenture now cancelled may appear. Know ye, That I the ſaid *T. R.* on the day of the date hereof, have had and received of the ſaid Lord *C.* the ſaid Sum of 780 *l.* and every parcel thereof, in full diſcharge and performance of the Condition aforeſaid. And thereupon I have as well agreed to the ſaid Cancelling of the ſaid Indentures; as alſo I do promiſe, for and in conſideration of the ſaid Sum of Money ſo to me paid, to appear in the High-Court of *Chancery*, upon reaſonable Requeſt, and at the Coſts and Charges of the ſaid Lord *C.* his Heirs or Aſſigns, and there acknowledging, that I am fully ſatisfied and paid the ſaid 780 *l.* and that the Condition aforeſaid to me-wards, is fully and truly diſcharged and performed; and there alſo give my full and plain Conſent, to the cancelling and making void of the ſaid Enrolment and Record of the ſaid Indenture, before the Maſter of the Rolls, or ſuch other Officer, as then ſhall have Authority to take the ſame knowledge.

And

And further, I the said *T.R.* for the said consideration do remise and clearly release unto the said Lord *C.* his Heirs and Executors, all Bonds, Recognizances, and Deeds obligatory whatsoever, wherein the said Lord *C.* is bound to me, for performance of the Covenants and Articles of the said Indenture, and also all and every the same Covenants and Articles, and all the Right, Estate and Title whatsoever, which I the said *T.R.* mine Heirs or Assigns, at any time hereafter, shall or may claim of or in the Premisses, or any part thereof, of all and singular which Premisses the said Lord *C.* now is fully and peaceably possessed. In Witnesse, &c.

A Release in Land by one Joynt-Tenant to another.

TO all, &c. *R. P.* of *L.* Gent. sendeth Greeting in our Lord God everlasting. Know ye, That I the said *R. P.* for good consideration me moving, have remised and released, and by these Presents for me and my Heirs do remise, release, and altogether for ever quit-claim, unto *H.C.* of *L.* aforesaid, Gent. in his full and peaceable possession and seisin being, and to the Heirs and Assigns of the said *H.* all the Estate, Right, Title, Interest, Use, Possession, Reversion, Claim, and Demand whatsoever which I the said *R. P.* ever had, have, or which hereafter I or my heirs can or may claim to have, to, of, and in all that Messuage or Tenement lying and being in *C.* in the County of *L.* with the Appurtenances, now or late in the Tenure of, &c. and one Messuage or Tenement, &c. All which and singular the Premisses, our Soveraign Lord, &c. by his Highness Letters Patents, bearing date, &c. amongst other things, did grant to me the said *R.* and to the said *H.C.* in Joynt-Tenancy, and to our Heirs for ever, or to, of, or in any part or parcel of the Premisses, or any of them, so that neither I the said *R. P.* nor my heirs, any Right, Estate, Title, Interest, Use, Possession, Reversion, Claim, and Demand, to, of, or in the Premisses, or any part thereof, at any time hereafter, can or may claim, challenge, or require, but of and from all action of Right, State, Title, Interest, and Demand thereunto, or to any part thereof, to be had, I the said *R.* and my Heirs be altogether barred, and for ever excluded, by these presents. In Witnesse, &c.

A Release by one Executor to another of the Debts due to the Testator at his Decease.

THis Indenture, &c. Between *B. B.* one of the Sons, and one of the Executors of the Testament of *H. B.* late Cit. and Ald. of *L.* deceased, on the one part; and *P. B.* and *W. B.* 2 other of the Sons, and also 2 of the Executors or the Testament of the said *H. B.* on the other part, Witnesseth, That the said *B. B.* for divers good and special causes, &c. Hath given, assigned, released, confirmed, and delivered up, and by these presents doth give, &c. unto the said *P.* and *W. B.* all the Right, Interest, Title, Claim, and Demand which the said *B.* hath, or which he as Executor of the Testament of the said

H. B.

Will, or by virtue of any Legacy, Gift, Bequeſt, or Appointment to him made, by the ſaid *H. B.* in or by his laſt Will or Teſtament, or by any other way or means whatſoever, hereafter can or may have, or claim to have, or of, in, and to all and ſingular Debt and Debts, Sum and Sums of money whatſoever, which were of the ſaid *H. B.* and to him were due or owing at the time of his deceaſe. And the ſaid *B. B.* for him, &c. covenanteth, &c. in manner, &c. *viz.* That he the ſaid *B.* his Executors or Adminiſtrators, ſhal not at any time hereafter challenge, claim, receive, take, demand, or ſue for, to have any of the Debt or Debts, Sum or Sums of money aforeſaid, either of or againſt the ſaid *P.* and *W.* or either of them, their or either of their Executors or Adminiſtrators, or of or againſt any perſon or perſons which doth owe or detain the ſaid Debt or Debts, Sum or Sums of money aforeſaid, or any of them. And alſo, That he the ſaid *B. B.* heretofore hath not diſcharged or releaſed, or at any time hereafter ſhall not diſcharge or releaſe, any Debt or Debts aforeſaid, or any part or parcel of the ſame Debt or Debts, or any Suit, Judgment, or Execution to be given or had for the ſame, or any part thereof, unleſs it be at the ſpeciall Request, and by the conſent and agreement of the ſaid *P.* and *W.* or of the Survivor of them, firſt thereunto had. In Witneſſe, &c.

Of Title to Lands.

TO all Chriſtian People to whom theſe Preſents ſhall come, *R. B.* of *C.* in the County of *D.* Gent. greeting. Know ye, That I the ſaid *R. B.* as well in part of performance of certain Covenants and Agreements, contained, ſpecified, and declared, in certain Indentures, bearing date the 20. day of *J.* laſt paſt, made between me the ſaid *R. B.* of the one part, and *G. H.* of *I.* in the County of *S.* Gent. of the other part; as for divers other good, juſt, and reaſonable Cauſes and Conſiderations me thereunto eſpecially moving, have remiſed, releaſed, and altogether, of and for me and my Heirs for ever, quite-claimed unto the ſaid *G. H.* in his full and peaceable poſſeſſion and ſeiſin being, and to his Heirs and Aſſigns for ever, all my Right, State, Title, Claim, Uſe, Poſſeſſion, Reverſion, Intereſt, and Demand whatſoever, which I ever had, have, or by any means whatſoever hereafter may have, and which my Heirs hereafter may have, of and in all that the Mannor of *C.* in the County of *T.* and of and in all and ſingular Meſſuages, Cottages, Houſes, Edifices, Buildings, Dove-houſes, Orchards, Gardens, Toſts, Crofts, Lands, Tenements, Meadows, Feedings, Paſtures, Mills, Woods, Underwoods, arrable Lands, Common of Paſture, Rents, Reverſions, Moors, Moſſes, Mynes, Quarries, Waters, Pools, Piſhings, Court-Leets, Profits of Courts, Waifes, Eſtrays, Franchiſes, Liberties, Profits, Commodities, and Hereditaments whatſoever, with all and ſingular their Appurtenances, in *C.* aforeſaid, to the ſaid Mannor, in any wiſe belonging or appertaining, or heretofore accepted, reputed, taken, known, uſed, occupyed, or demiſed, with the Appurtenances, or any part or parcel thereof; and alſo of and in the Reverſion and Reverſions of all and ſingular the Premiſſes whatſoever, and of every part and parcel thereof; ſo that neither I the ſaid *R. B.* nor my Heirs, nor any other perſon or perſons for us, or in our names, any

Right,

Right, State, Title, Claim, Uſe, Intereſt, Dower, Title of Dower, or Demand, of and in the aforeſaid Mannor, Meſſuages, Lands, Tenements, Meadows, Feedings, Paſtures, and Hereditaments, and other the Premiſſes, with all and ſingular their Appurtenances, or any part or parcel thereof, may from henceforth require, claim, or challenge the ſame, but from all Action of Right, State, Title, Claim, Uſe, Poſſeſſion, Reverſion, Dower, Title of Dower, Intereſt, or Demand, to have or ſeek, ſhall be for ever excluded and debarred, by theſe Preſents. And I the ſaid *R. E.* and my Heirs, all and ſingular the Premiſſes before expreſſed and ſpecified, with all and ſingular the Appurtenances to the ſaid *A. B.* his Heirs and Aſſigns, againſt me and my Heirs, will warrant, and for ever defend, by theſe preſents. In witneſs whereof, &c.

Upon a Mortgage.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *I. H.* Cit. and G. of *L.* ſend greeting. Know ye, That I the ſaid *T. H.* have received and had, this preſent day of the Date hereof, of *W. L.* of *F.* in the County of *E.* Gent. the full Sum of 100 *l.* of lawful money of *England*, due to me for the Redemption of thoſe 2 Tenements, with their Appurtenances, ſet, lying, and being in *S.* in the Pariſh of St. *B.* within the City of *L.* and of all other the Lands, Tenements, and Hereditaments of the ſaid *W. L.* which he lately mortgaged unto me for the ſaid Sum, and which ſaid Sum of 100 *l.* I have received and had of the ſaid *W. L.* according to the Condition limited, and made, for the redeeming of the Premiſſes; and I do confeſs, that by the payment of the ſaid Sum, all my Intereſt, Right, and Title, of, in, and to the ſaid Tenements, and other the Premiſſes, is clearly and abſolutely extinguiſhed; and that the ſaid *W. L.* is thereof ſeized to the uſe of him and his Heirs, as in his former Eſtate. Know ye therefore further, That I the ſaid *T. H.* have remiſed, releaſed, and by theſe preſents, for me and my Heirs, do remiſe, releaſe, and quit-claim unto the ſaid *W. L.* in his full and peaceable poſſeſſion and Seiſin being, and to his Heirs for ever, all my Right, Eſtate, Title, Claim, Uſe, Poſſeſſion, Reverſion, Remainder, and Demand whatſoever, which I ever had, now have, or hereafter may have, or which my Heirs ſhall or may have, of, in, or to the ſaid 2 Tenements, and other the Premiſſes; or of, in, or to any part or parcel thereof, to have and to hold the ſaid 2 Tenements, and all other the Premiſſes, with the Appurtenances, unto the ſaid *W. L.* his Heirs and Aſſigns for ever, with a Warranty as in the laſt precedent.

From a man to his Ward.

TO all to whom &c. *R. H.* of *M.* in the County &c. ſends greeting. Whereas the Queens moſt Excellent Majeſty that now is, by her Graces Letters Patents, under the Great Seal of *England*, bearing date at *W.* hath granted to me the ſaid *R. H.* the cuſtody of the Body and Marriage of *B.* Son and Heir of *F. B.* Eſq; deceaſed. Know ye, That I the ſaid *R. H.* conſideration of a certain Sum of Money, and for other good cauſes and conſi-

deration

ſuſpicions me thereunto moving, do by theſe Preſents remiſe and releaſe all Actions, Suits, Forfeitures, Penalties, Executions, and Demands whatſoever, which I the ſaid *R. H.* have or may have againſt the ſaid *T. B.* his Heirs and Executors, by virtue of the ſaid Grant to me made of the ſaid Wardſhip and Marriage, or by reaſon that he the ſaid *T. B.* hath married himſelf without my conſent, ſo that I the ſaid *R. H.* my Heirs, Executors, or Adminiſtrators, ſhall not at any time hereafter ſue, trouble, or impeach the ſaid *T. B.* his Executors or Adminiſtrators, for or concerning the ſaid Marriage, or for or concerning any other matter or thing touching the ſaid Wardſhip. In Witneſſe whereof, &c.

A Releaſe of Errors.

TO all to whom theſe Preſents ſhall come, *T. C.* ſendeth Greeting. Know ye, That I the ſaid *T. C.* for divers good cauſes and conſiderations me thereunto moving, have remiſed, releaſed, and for me, my Heirs, Executors, and Adminiſtrators, for ever quit-claimed, and by theſe Preſents, do remiſe, releaſe, and for ever quit-claim, unto *R. C.* his Heirs, Executors, and Adminiſtrators, all Actions and Writs of *Error* and *Errors*, and all *Errors* whatſoever, which I the ſaid *T. C.* or my Heirs might have or proſecute againſt the ſaid *R. C.* his Heirs, Executors, or Adminiſtrators. In Witneſſe, &c.

Another Releaſe by Executors.

KNow all men by theſe preſents, That we *J. H.* of *J.* in the County of *S.* Yeo. and *T. H.* of &c. Yeo. Executors of the laſt Will and Teſtament of *H. H.* &c. deceaſed, Have remiſed, releaſed, and for ever quit-claimed unto *R. H.* of &c. Yeo. his Heirs, Executors, and Adminiſtrators, all and all manner of Actions, Plaints, Writs, Suits, &c. that ſhall or may ariſe, accrew, happen, or grow in any wiſe hereafter, by colour or means of any Obligation with Condition ſubſequent or indorſed, Bill Obligatory, or ſingle Bill, or other Specialty whatſoever, heretofore made by him the ſaid *R. H.* upon any Contract, Covenant, Concluſion, and Agreement in any wiſe, between them the ſaid *R. H.* and *H. H.* And alſo know, That neither we the ſaid *I. H.* or *T. H.* our Heirs, Executors, or Adminiſtrators, nor any of us, ſhall or will commence, or cauſe to be commenced, any manner of Action or Suit againſt the ſaid *R. H.* his Heirs, Executors, or Adminiſtrators, or any of them, for, touching, or concerning any Debt, Duty, or Demand, due by ſpecialty or otherwiſe, unto him the ſaid *H. H.* deceaſed: And if heretofore we have made and delivered any Letters of Attorney, or other Writing to any perſon or perſons, to ſue, implead, or implead &c. the ſaid *R. H.* we do hereby fully, wholly, and abſolutely revoke, abrogate and diſannull the ſame, as if no ſuch Letter of Attorney or other Writing had been made. And laſtly, We the ſaid *I. H.* and *T. H.* do each for himſelf covenant, promiſe, and agree, to and with the ſaid *R. H.* by theſe preſents, That if any perſon or perſons whatſoever, ſhall notwithſtanding this Releaſe and Revocation, commence any Suit in any Court againſt the ſaid

R. H. his Heirs, Executors, or Administrators, upon any such speciall use and or colour of the said Letter of Attorney, that we the said *I. H.* and *T. H.* shall not only in Court immediately make a Retraxit and discontinuance of the said Suit, so much as in our power consisteth, but will also make any other or further release to this effect, upon reasonable request unto us made, and at his costs and charges, &c.

Of Joynture and Dower.

KNow all men by these presents, That I Dame *D. W.*, Widow, Executrix and late Wife to Sir *G.W.* Kt. in consideration that the said Sir *P. W.* brother of the said Sir *G.W.* standeth bounden to pay yearly the sum of 300 l. to me during my life, and for divers other good and just considerations, me especially moving, have remised and released, and by these Presents for me, my Executors, and Administrators, do remise and release unto the said Sir *P.W.* the Recognizance, whereby the said Sir *P.W.* then Esq; became bound unto the said Sir *G.W.* in the sum of 5000 l. and all Actions, Suits, Executions, and Demands by reason thereof, or of any other matter, thing, or cause, had, made, or done unto the said Sir *G.W.* Know ye further, That I the said Dame *D.* for the considerations aforesaid, have granted, surrendred, released, and confirmed; and by these Presents do grant, surrender, release, and confirm unto the said Sir *P.W.* and his Heirs, my Joynture and Dower, and all my Right and Title of Joynture and Dower, and all the Estate, Right, Use, Possession, Interest, and Demand whatsoever, which I the said Dame *D.W.* had, have, may or ought to have, in or to all and singular Mannors, Lands, Tenements, and Hereditaments whatsoever, in the several Counties of *N.* and *L.* or elsewhere, within the Realm of *England*, which were the Mannors and Lands of Sir *N.W.* Kt. Father of the said Sir *G.* and Sir *P.* by virtue or means of any Award, Feoffment, Testament, Deed, Writing, or any other way whatsoever: To have and to hold all and singular the said Mannors, Lands, Tenements, and Hereditaments, and all other the Premisses, unto the said Sir *P.W.* his Heirs and Assigns for ever, free and clearly discharged, of and from all former Estates, Charges, and Incumbrances whatsoever, had, made, or done by me the said Dame *D. W.* or any other person or persons whatsoever, lawfully claiming by, from, or under me. In witness, &c.

Of Lands and Actions.

KNow all men by these presents, That I *W.L.* of *M.* in the County of *N.* Gent. for divers good causes and considerations, me thereunto moving, have granted, remised, released, and for ever quit-claimed, and by these presents for me, my Heirs, Executors, and Administrators, do grant, remise, release and for ever quit-claim, unto *R.L.* Widow, the late wife of *T.L.* late of the aforesaid, Esq; all and all manner of Actions, as well reall as personal, Suits, Quarrels, Debts, Trespasses, Complaints, and debates whatsoever, which I the said *W.L.* my Heirs, Executors, or Administrators, or any of us hereto-fore have

or at any time hereafter, may, might, ought, or could have against the said *G. L.* his Executors or Administrators, or any of them, for or by reason of any matter, thing, or cause whatsoever, from the beginning of the World, untill the day of the date of these presents. And also all the Estate, Right, Title, Interest, Term, and Demand whatsoever, which I the said *W. L.* my Heirs, Executors, Executors, Administrators, or Assigns, or any of us now have, or at any time hereafter may, can, might, should, ought, or could in any sort, have, pretend, claim, or challenge to have, of, in, or to one Capital Messuage or Tenement, with the Appurtenances, commonly called or known by the name of the *V.* Shire, lying, and being in *M.* aforesaid, and of, in, and to all or any the Houses, Edifices, Buildings, Lands, Tenements, and Hereditaments whatsoever, to the said Capital Messuage or Tenement belonging, or in any wise appertaining, or of, in, or to any part or parcel thereof, by force of any Lease, or otherwise. In Witnesse, &c.

Walmsley.

For Receipt of Writings.

KNow all men by these presents, That I *A. B.* of *L.* Gent. have had and received, the day of the date of these presents, of *C. D.* of *M.* in the County of *D.* Yeo. all those several Deeds, Charters, Evidences, Writings, and Mynuments, which be particularly specified and mentioned in a Schedule or Inventory, to these presents being annexed, being parts and parcels of those Deeds, Evidences, Charters, Writings, Mynuments, and Copies, which he the said *C.* by his Indenture of Bargain and Sale, bearing date with these presents, hath covenanted and agreed to deliver, or cause to be delivered, to me the said *A. B.* on this side the last day of *N.* now next coming, as by the said Indenture, amongst divers other Covenants, Grants, and Articles therein contained, more plainly at large may appear. Of which said several Deeds, Charters, Evidences, Writings, and Mynuments, and every parcel thereof, in the said Schedule particularly specified and mentioned, I do clearly and absolutely acquit and discharge the said *C. D.* his Heirs, Executors, and Administrators, by these presents, sealed with my Seal, given the day, &c.

An Acquittance made by an Attorney.

KNow all men by these presents, That I *E. F.* by virtue and authority of one Writing or Letter of Attorney made unto me by *G. H.* of *L.* Gent. have received the day of the date hereof, of *T. L.* of *B.* in the County of *M.* the sum of 40 *s.* for payment whereof, the said *T. L.* stood bound to the said *G. H.* by his Bill Obligatory, of which sum of 40 *s.* so by me received, I acknowledg my self, in the name of the said *G. H.* to be truly and fully satisfied and paid, and thereof, and of every part and parcel thereof, do clearly acquit and discharge the said *T. L.* his Heirs, Executors, and Administrators, and every of them by these presents. In witnesse, &c.

Another Release of Errors.

BE it known unto all men by these Presents, That *J. W. F.* of *W.* in the County of *S.* Esq; for divers good causes and considerations me thereunto moving, have remised, released, and for ever quit-claimed, and by these presents for me, my Executors and Administrators, do remise, release, and for ever quit-claim, unto *J. S.* of *N.* in the said County Gent. all and all manner of *Error* and *Errors*, Actions, Suits, Process, and Writs of Error whatsoever, which I the said *W. F.* my Executors or Administrators, or any of us heretofore had, now have, or at any time or times hereafter, may, can, might, should, or ought to have, commence, prosecute, or pursue against the said *J. S.* his Executors or Administrators, for, touching, or concerning, or upon, or by reason of any Judgment, or Judgments whatsoever, by, or in the behalf of him the said *J. S.* at any time heretofore had, prosecuted, or obtained in any of the Kings Majesties Courts whatsoever, against the said *W. F.* in any wise, or against any other person or persons, which were, or are in any sort bound for, or with the said *W. F.* for any matter, thing, or cause whatsoever, from the beginning of the World, untill the day of the date hereof: In witness, &c.

A Release of Errors in a Fine.

THis Indenture made the 10th day of *M. An. Dom.* 1650. between *R. D.* of *S.* in the County of *N.* Gent. on the one part, and *L. D.* Son and Heir apparent of the said *J. S.* Esq; Son and Heir apparent of Sir *T. S.* Kt. and *R. H.* of *N.* in the County of *C.* Esq; Witnesseth, That the said *R. D.* for divers and sundry good causes and considerations him thereunto moving, and especially for and in consideration of a Marriage already had and solemnized between the said *R. D.* and *E.* the now Wife of the said *R.* and Mother of the said *L. D.* hath remised, released, and quit-claimed, and by these presents doth for him and his Heirs quit-claim, as well unto the said *L. D.* and his Heirs, as unto the said *I. S.* and *R. H.* their and every of their Heirs, all and all manner of Errors, Actions, and Writs of Errors, Judgments of Errors, Executions, Rights, and Demands whatsoever, whereunto the said *R. D.* now is, or he or his Heirs hereafter shall be, in any wise intituled unto, by, or upon, or by reason, means or occasion of any Fine or Fines heretofore levied, sithence the beginning of his Highness Raign that now is, unto the said *T. S.* and *R. H.* or to either of them, and unto any person or persons joyntly or severally, or by reason of any Error or Errors whatsoever, therein or thereabouts had, committed, made, or suffered; so that the said *R. D.* and his Heirs, shall be thereof for ever by these presents excluded and barred: In Witness whereof, &c.

A general Releaſe touching Evidences and Writings.

BE it known unto all men by theſe Preſents; That I *R.D.* of *E.* in the County of *W.* Eſq; have had and received the day of the date hereof, of *A.G.* Wid. Executrix of the laſt Will and Teſtament of *T.G.* of *B.* in the ſaid County Gent. and *I. G.* Gent. Son and Heir of the ſaid *T.G.* one ancient Cheſt, plated with Iron bars, containing all and every ſuch Boxes and parcels of Evidences, Mynuments, Eſcripts, Court-Rolls, Terrars, Charters, and Writings, concerning the Lands, Poſſeſſions, and Inheritance of *A. B.* late of *C.* in the County of *D.* Eſq; deceaſed, and now the Lands and Inheritance of me the ſaid *R. D.* as delivered and referred by the Right Honourable *T.* late Earl of *N.* deceaſed, to the Cuſtody and ſafe keeping of the ſaid *T. G.* and remaining or left upon the death of the ſaid *T.G.* in the cuſtody or poſſeſſion of the ſaid *A.G.* and *I.* or either of them. Of all which ſaid Cheſt and Boxes, and all other the parcels of Evidences, Mynuments, Eſcripts, Charters, Court-Rolls, Terrars, and Writings aforeſaid, and of all and every Action, Challenge, Suit, and Demand whatſoever, touching the cuſtody, detaining, ſafe keeping, or delivery of the Cheſt, Boxes, and the ſaid Mynuments, Eſcripts, Charters, and Writings, and every of them, I the ſaid *R.D.* for me, my Heirs, Executors, and Adminiſtrators, do acquit, exonerate, and diſcharge the ſaid *A.G.* and *I.G.* their Heirs, Executors, and Adminiſtrators, and the Heirs, Executors, and Adminiſtrators of them, and either of them, by theſe preſents: In Witneſs whereof, &c.

A generall Releaſe by Executors.

TO all Chriſtian People, to whom this preſent Writing ſhall come, *A.W.* of *B.* in the County of *D.* Wid. and *E.W.* of *B.* in the ſaid County, Yeo. Executors of the laſt Will and Teſtament of *I.W.* deceaſed, ſend greeting; know ye, that we the ſaid *A.W.* and *E.W.* and either of us, for divers good cauſes and conſiderations, us and either of us moving, have remiſed, releaſed, and quit-claimed, and by theſe preſents, of and from us and either of us, our, and either of our Heirs, Executors and Adminiſtrators, and every of us, do remiſe, releaſe, and quit-claim unto *R. S.* of *S.* in the County of *L.* Gent. all and all manner of Actions, Suits, Quarrels, Debts, Duties, Errors, Actions, Writ, and Writs of Errors and Demands whatſoever, which we, or either of us, heretofore had, now have, or hereafter ſhall, may, can, might, or ought to have againſt the ſaid *R. S.* his Heirs, Executors, or Adminiſtrators, or any of them, for, or by reaſon of any Action, Suit, or Judgment, heretofore had, proſecuted, or obtained, by or in behalf of the ſaid *R. S.* againſt us the ſaid *A.* and *J.* or either of us, in his Majeſties Court of Common Pleas, for or concerning, &c. for any matter, cauſe, or thing, from the beginning of the World, untill the day of the date of theſe preſents, In witneſs whereof, &c.

Of Tythe Lead-Oare.

TO all to whom theſe Preſents ſhall come, *J. L.* of *N.* in the County of *N.* Eſq; *J. J.* of &c. Gent. and *F.* his Wife, Siſter of the ſaid *I. L.* ſendeth Greeting. Whereas Sir *F. L.* Kt. did by Indenture or other ſufficient aſſurance, demiſe and grant unto the ſaid *I. L.* and *F.* his Siſter, all that his Tithe Lead-Oar, within the high *Peak*, or elſewhere, within the County of *D.* with all and ſingular Commodities and Profits thereof, or thereunto belonging or appertaining, in what kind or order ſoever it was paid, with the Appurtenances thereunto belonging, in ſuch manner and ſort, as *G. H.* his Aſſignee or Aſſignees then occupied the ſame Tithe Lead-Oar, for the term of 21 years, from the day of the Feaſt of *P.* next enſuing the date of the ſaid Indenture or Conveyance, as by the ſame more fully appeareth. And whereas the ſaid *J. L.* and *F.* Siſter of the ſaid *I.* before the Marriage between her and *I. I.* have heretofore made a Grant and an Aſſignment in Writing to *G.* &c. for the Conveyance and Aſſurance of the ſaid Tithe Lead-Oar, with the Appurtenances, and all and ſingular Commodities and Profits thereunto belonging, for all the term of years which they had or claimed in or to the ſame, and of all their and either of their Eſtates, Title, or Intereſt therein, by virtue of the Leaſe aforeſaid. Now the ſaid *J. L. I. I.* and *F.* his wife, for the further aſſurance of the ſaid Oar to the ſaid *E.* Have granted, confirmed, remiſed, and releaſed; by theſe preſents do grant, confirm, and releaſe unto the ſaid *E.* of *S.* his Executors and Aſſigns, all the ſaid Tithe Lead-Oar, and all and every their and every of their Eſtate, Right, Title, Intereſt, Claim, and Demand whatſoever, which they the ſaid *J. L. I. I.* and *F.* his wife, or any of them have, had, or may claim and demand, of, in, or to the ſame, by virtue of the Leaſe aforeſaid; To have and to hold the ſame to the ſaid *E.* and his Aſſigns, for and during ſo many of the ſaid 21 years as yet remain unexpired; and during all ſuch term and intereſt, and in as ample manner and form as they the ſaid *I. I.* and *F.* his wife, or any of them ought to have and hold the ſame, by virtue of the ſaid Leaſe. In witneſs, &c.

A Releaſe with Warranty.

TO all to whom theſe Preſents ſhall come, *T. F.* of *G.* in the County of *H.* ſendeth Greeting. Whereas *G. F.* of *L.* in the ſaid County, Gent. had and purchaſed of me the ſaid *T. F.* one Meſſuage or Tenement, ſcituate, lying, and being in *B.* in the ſaid County, and alſo all Lands, Meadows, Feedings, and Paſtures, Woods, Under-Woods and Trees, of, in, and on the Premiſſes, growing and being; and the Land, Ground, and Soile where the ſaid Woods, Under-Woods, and Trees do grow, and the Reverſion and Reverſions whatſoever, of all and ſingular the Premiſſes, and the yearly Rents and Profits reſerved upon certain Demiſes and Grants of the Premiſſes any way made, and to the late diſſolved Monaſtery of *B.* aforeſaid, in the County aforeſaid, belonging and appertaining, and part of the Poſſeſſions thereof being,

To

To have and to hold to the ſaid *G. F.* his Heirs and Aſſigns for ever, as by the foreſaid Deed of Feoffment by me to the ſaid *G. F.* made, bearing date, &c. more at large appeareth. Now know ye, That I the ſaid *T. F.* have Remiſed, Releaſed, and for me, and mine Heirs for ever, quit-claimed unto the ſaid *G. F.* his Heirs and Aſſigns, all my right, title, intereſt, claim, and demand which I ever had, now have, or by any wayes or means hereafter may have, of and in the foreſaid Meſſuage or Tenement, and Premiſſes, or any part and parcel thereof, with the Appurtenances: So that neither I the ſaid *T. F.* nor my Heirs, nor any other, by us, or in our names, any right, title, intereſt, or claim in the foreſaid Meſſuage or Tenement, or any of the Premiſſes, nor in any part or parcel thereof, from henceforth may require, claim or challenge, but from all Action of Right, Title, Intereſt or Claim, may all be utterly barred and excluded by theſe Preſents. And I the ſaid *T. F.* and my heirs, the ſaid Meſſuage or Tenement, and all and ſingular the Premiſſes, and every part and parcell thereof, to the ſaid *G. F.* his Heirs and Aſſigns, againſt me the ſaid *T. F.* and my heirs will Warrant, and for ever by theſe Preſents defend. In Witneſſe, &c.

By a Subſtitute to an Attorney.

TO all to whom theſe Preſents ſhall come, *N. C.* of &c. ſendeth Greeting. Whereas *A. B.* of *L.* Gent. by his Writing under his Hand and Seal, dated, &c. did give unto *C. D.* of *M.* of *T.* Gent. full power and authority as his lawful Attorney, to ask, levy, receive, and take of *R. S.* of *W.* in the County of *N.* Yeo. the ſum of 40 s. And whereas the ſaid *C. D.* by vertue of the ſaid Letter of Attorney did by his Writing under his Hand and Seal, Conſtitute and appoint me the ſaid *N. C.* his lawful Deputy and Subſtitute, to ask, levy, receive, and take to the uſe of the ſaid *A. B.* and did give me further authority to deal for him in the Premiſſes, in as full and ample manner to all intents and purpoſes, as he the ſaid *C. D.* could or might have done by vertue of the ſaid Letter of Attorney to him made as aforeſaid, as in and by the Writing made to me by the ſaid *A. B.* appeareth. Now know ye, That I the ſaid *N. C.* have received, the day of the date hereof, of the ſaid *R. S.* the ſaid ſum of 40 s. and thereof, and of every part thereof, in the name of the ſaid *A. B.* do acquit and diſcharge the ſaid *R. S.* by theſe Preſents. In Witneſs, &c.

For a Legacy.

KNow all men by theſe Preſents, That I *A. B.* of *P.* in the County of *S.* Yeo. Have received and had the day of the date hereof, of *G. T.* Executor of the laſt Will and Teſtament of *L. M.* the ſum of 50 l. of lawful money of *England*, in full payment and ſatisfaction of 50 l. given and bequeathed by the ſaid *L. M.* unto me the ſaid *A. B.* by the ſaid Will of the ſaid *L. M.* which ſaid Sum of 50 l. I acknowledg to have received in full ſatisfaction of all Bequeſts and Legacies to me given by the ſaid Will; and

thereof, and of every part thereof, do acquit and diſcharge the ſaid *G. T.* his Executors and Adminiſtrators by theſe preſents. In witneſſe, &c.

For a Debt.

KNow all men by theſe Preſents, That I *A. B.* of &c. have received and had the day of the date hereof, of *J. L.* of &c. Gent. the Sum of 20 l. in part of payment of a greater ſum due unto me, ſpecified and contained in a certain Writing Obligatory, wherein the ſaid *J. L.* ſtandeth bounden with others, unto me the ſaid *A. B.* for payment of 40 l. due and payable unto me, on the 10th day of *M.* laſt paſt, of which ſaid ſum of 20 l. I do acknowledg the Receit, and thereof, and of every part thereof, do clearly acquit and diſcharge the ſaid *J. L.* his Heirs, Executors, and Adminiſtrators by theſe Preſents. In witneſſe, &c.

A Releaſe made by mediation of Friends to certain Lands, and to certain Rent.

THis Indenture made, &c. Between &c. Witneſſeth, That whereas Suit, variance and diſagreement, hath been heretofore had and made between the ſaid parties to theſe Preſents, of, for, and concerning the right, title, intereſt, and inheritance of certain Lands, Tenements, and Hereditaments, lying and being in *W.* in the County of *N.* late in the Poſſeſſion or Occupation of &c. and which they the ſaid *A. B.* and *C. D.* did challenge and claim to be their ſeveral Inheritance, and to have been held and occupied under the Rent of &c. and which the ſaid *J. S.* claimed to be his ſeveral and ſole Inheritance, and alledged them the ſaid *A. B.* and *C. D.* and thoſe whoſe Eſtate they have, only to have received the ſum of &c. as a dry Rent out of the ſaid Premiſſes, which ſaid matters of variance, controverſie, and debate, were, and are by the mediation of &c. Friends indifferently choſen by all the ſaid parties, ended and determined, and all the ſaid parties mutually agreed of, for, and concerning all the ſaid Cauſes, Matters, and Grievances: And although it ſeemed to the ſaid &c. the Mediators, that the ſaid *J. S.* had good Title to the ſaid Meſſuage and whole Tenement, and that there was only due to the ſaid *A. B.* and *C. D.* a Rent of &c. yearly; yet notwithſtanding for the clear extinguiſhing of the ſaid pretended intereſt of the ſaid *A. B.* and *C. D.* as well in and to the ſaid Tenement, as alſo in and to the ſaid Rent of &c. And for the continuance of quietneſs and friendſhip between the ſaid parties according to the mediation of the ſaid &c. It is covenanted, granted, concluded, and agreed, by and between the ſaid parties, and every of them, in manner and form following. And firſt the ſaid *A. B.* and *C. D.* for them, their Heirs, Executors, and Adminiſtrators, do remiſe and releaſe unto the ſaid *J. S.* being in his lawful and peaceable poſſeſſion of the ſaid Meſſuage and Premiſſes, all their, and either of their Right and Intereſt, of, in, and to the ſaid Rent, Meſſuage, and Tenement and do covenant, grant, conclude, condeſcend, and fully agree to and with the ſaid *J. S.* his Heirs, Executors, and Adminiſtra-

Adminiſtrators, and to and with every of them, by theſe preſents, That he the ſaid *J. S.* his Heirs and Aſſigns, and every of them, ſhall and may, at all and every time and times hereafter, lawfully, peaceably, and quietly have, hold, occupy, and enjoy, as their and every of their ſole and proper Inheritance, all ſuch Lands, Tenements, and Hereditaments, lying in *W.* free and clearly diſcharged of all Rents iſſuing out of the ſame, payable to them, or either of them. And further alſo, That all the ſaid Lands, Tenements, and Hereditaments, and the Right, Title, and Inheritance of the ſame and every parcel thereof, is and ſhall be adjudged, conſtrued, and taken to be in the ſaid *J. S.* and his Heirs for ever, as their ſole and proper Inheritance, without any further claim thereof, or therein, to be made by the ſaid *A. B.* and *C. D.* or either of them, in any wiſe. And further, That all the ſaid Lands, Tenements, and Hereditaments, lying in &c. the day of the date hereof, are, and ſo ſhall, from time to time, and at all times hereafter, remain, continue, and be unto the ſaid *J. S.* his Heirs and Aſſigns for ever, free and clearly acquitted, exonerated, and diſcharged, or otherwiſe ſufficiently, from time to time hereafter, acquitted, indempnified, and ſaved harmleſs, of and from all and all manner of former or other bargains, ſales, &c. And laſtly, for the further and full extinguiſhment, as well of the ſaid yearly Rent of &c. as alſo of all the pretended Intereſt of them the ſaid *B.* and *C. D.* of, in, and to the ſame, they the ſaid *A. B.* and *C. D.* for themſelves, their Heirs and Aſſigns, do further covenant, grant, conclude, and agree to and with the ſaid *J. S.* his Heirs and Aſſigns, and to and with every of them by theſe preſents, That they the ſaid *A. B.* and *C. D.* their Heirs and Aſſigns and every of them, ſhall and will, from time to time, and at all times hereafter, by the ſpace of 3. years, upon reaſonable Requeſt of the ſaid *J. S.* his Heirs or Aſſigns, to them to be made, and at and upon his only proper coſts and charges in the Law and otherwiſe, knowledg and levy a *Fine ſur Reniſe* of the ſaid Meſſuage, Lands, Tenements, and Hereditaments before ſpecified unto him the ſaid *J. S.* and his heirs, and for the full explanation of the true intent and meaning of the levying of the ſaid Fine as aforeſaid. It is further declared by them the ſaid *A. B.* and *C. D.* and likewiſe covenanted and agreed by and between all the ſaid parties to theſe preſents, That the ſaid Fine, ſo before covenanted to be levied unto the ſaid *J. S.* as aforeſaid, ſhall extend to all the ſaid Meſſuage, Lands, Tenements, and Hereditaments, lying in, &c. aforeſaid, and to all Rents iſſuing out of the ſame, and to no other Lands or Tenements, and that the ſame ſhall be for the eſtabliſhing of the ſame to the ſaid *J. S.* his Heirs and Aſſigns for ever, and to no other uſe, intent, or purpoſe whatſoever.

A Releaſe by him that ſuffered a Recovery in Land to the Recoverer after the Recovery paſſed.

TO all, &c. *T. M.* &c. ſendeth Greeting. Where I the ſaid *T.* in the Term of Saint *M.* laſt paſt, have ſued a Writ of *Entry Sur diſſeiſin en le*, out of the Queens Majeſties Court of Chancery, returnable before her Juſtices, in her Court of Common Pleas at *W.* againſt *N. M.* of &c. by the name

name of *N. M.* of the moyety of one Messuage, &c. in *C.* in the County aforesaid; In which Action, the said *N.* in the same Court did vouch to warranty *E. P. N. P.* who appearing in their proper persons, did vouch over *T. H.* the common vouch according to the course of Common Recoveries had, who afterwards made Default, and thereupon Judgment given, and Execution thereof had and executed accordingly, as doth appear in the 553 Roll of the Common Pleas in the said Court, in the said Term of Saint *M.* enrolled; which Recovery so had and executed, was to the only use of the said *N. M.* and the Heirs of the same *N.* Know ye, That I the said *T.* have remised, released, and quit-claimed, for and from me, mine Heirs and Assigns for ever, do remise, release, and quit-claim unto the said *N. M.* in his full and peaceable possession and Seisin being, and to the Heirs and Assigns of the same *N.* for ever, all the Right, Title, Claim, Interest, and Demand whatsoever, I had, now have, or hereafter may have, of and in the said Premisses, and in every part thereof. And further, I the said *T.* all the said Premisses with the Appurtenances unto the said *N. M.* and to the Heirs of the said *N.* against the said *T.* and mine heirs only, shall warrant and defend for ever, by these presents. In witness, &c. dated the 6th day of *N. Anno R. R. Eliz.* 8.

A Release of Jewells, Houshold-stuff, and other personal Estate.

THis Indenture made &c. between *J. M.* of *B.* in the County of *C.* in the Kingdom of *Scotland*, Esq; and *M.* his Wife one and sole daughters of Sir *J. M.* of *C.* Kr. deceased, Elder brother of Sir *R. M.* of *C.* aforesaid Bar. deceased, of the one part; And the Right Honourable *J.* Earl of *A.* of the other part, Witnesseth, That the said *J. M.* and *M.* his Wife, for and in Consideration of a Competent sum of lawful money of *England* to them in hand paid, at or before the sealing and delivery hereof by the said Earl of *A.* the Receipt whereof they the said *J. M.* and *M.* do hereby acknowledg, and thereof, and of every part thereof, do acquit, exonerate, and discharge the said Earl, his Heirs, Executors, and Administrators, and every of them, by these presents; And for divers other good causes and considerations them the said *J. M.* and *M.* thereunto moving, Have given, granted, bargained, sold, released, and confirmed; And do by these presents, for them, their Executors, and Administrators, fully and absolutely give, grant, bargain, sell, release, and confirm unto the said Earl of *A.* his Executors, Administrators, and Assigns, All the Goods, Chattels, Plate, Jewels, Houshold-stuff, and personal Estate of the said Sir *R. M.* deceased, within the Realms of *England* and *Scotland*, and either of them; And all the Estate, Right, Title, Interest, Claim, Property, and Demand whatsoever of them the said *J. M.* and *M.* of, in, and to all or any of the Goods, Chattels, Plate, Jewells, Houshold-stuff, and personal Estate of the said Sir *R. M.* To have and to hold the said Goods, Chattels, and Premisses, unto the said Earl of *A.* his Executors, Administrators, and Assigns, to the only use and behoof of the said E. of *A.* his Executors Administrators, and Assigns for ever. And the said *J. M.* for himself, his Heirs,

Executors

Executors, Adminiſtrators, and Aſſigns, and every of them, doth Covenant, promiſe, and grant, to and with the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, and every of them by theſe preſents, in manner following; (That is to ſay) that he the ſaid Earl of *A.* his Executors, Adminiſtrators, and Aſſigns, and every of them, notwithſtanding any Act or thing done or ſuffered, or to be done or ſuffered, by the ſaid *J. M.* and *M.* or either of them, ſhall and may, from time to time, and at all times, for ever hereafter, peaceably and quietly have, hold, poſſeſs, and enjoy all and ſingular the Premiſſes herein before Granted, Bargained, Sold, Releaſed, and Confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, without the lawful let, ſuit, trouble, denial, or interruption of them the ſaid *J. M.* and *M.* and either of them, their and either of their Executors, Adminiſtrators, and Aſſigns, and every other perſon and perſons, any thing having or lawfully claiming in and to the Premiſſes, or any part or parcell thereof, by, from, or under him, her, them, or either or any of them. And that he the ſaid *J. M.* and *M.* or either of them, or their or either of their Executors, Adminiſtrators, or Aſſigns, ſhall not nor will, at any time hereafter, meddle with the ſaid Premiſſes hereby granted, bargained, ſold, releaſed, and confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, or any part or parcel thereof, without the requeſt, direction, and appointment of the ſaid E. of *A.* his Executors, Adminiſtrators, or Aſſigns. And further, That he the ſaid *J. M.* and *M.* their Executors, Adminiſtrators, and Aſſigns, ſhall and will, at all times, and from time to time, at and upon the reaſonable requeſt, and at the Coſts and Charges in the Law of the ſaid E. of *A.* his Executors, Adminiſtrators, and Aſſigns, do, execute, and ſuffer to be done and executed, all and every ſuch lawful and reaſonable Act and Acts, Thing and Things whatſoever in the Law, as well for the further and more perfect Aſſuring and Conveying of all the ſaid Goods, Chattels, and Premiſſes, hereby granted, bargained, ſold, releaſed, and confirmed, or meant, mentioned, or intended to be hereby granted, bargained, ſold, releaſed, and confirmed, unto the ſaid E. of *A.* his Executors, Adminiſtrators, and Aſſigns; As alſo for the gaining and obtaining of the ſame, to and for the uſe, benefit, and behoof of the ſaid Earl, his Executors, Adminiſtrators, and Aſſigns, as by the ſaid E. of *A.* his Executors, Adminiſtrators, or Aſſigns, or his or their Councel learned in the Law, ſhall be reaſonably deviſed, adviſed, or required; So as the ſaid *J. M.* and *M.* and their Executors, Adminiſtrators, and Aſſigns, ſhall not be thereby compelled to travel further then to the Town of *D.* or the ſpace of 30 miles, &c. In witneſs, &c.

RESER-

RESERVATION.

An Indenture of divers parcells of Land with Reservation of severall Rents, and the Lease to Commence as the parcells shall come to the Tenants hands, and not to forfeit it.

THis Indenture made between *A.B.* and *C.D.* on the one part, and *E.F.* on the other part, Witnesseth, That the said *A.B. C.D.* in Consideration, &c. Have Demised &c. all that Messuage, Lands, Tenements, and Hereditaments in &c. now or late in the Tenure or Occupation of &c. for the yearly Rent of &c. To have and to hold every such part and parcell of the Premisses, whereof or wherein any person or persons now have any lawful Lease, for Term of years yet not expired or determined, to the said *E. F.* his Executors and Assigns, from and immediately after that the same parcell shall or ought to come to the hands or possession of the said *A. B. C.D.* their Executors and Assigns, by surrender, Forfeiture, Expiration of the said Term, or otherwise, unto the end of the Term of 21 years, then next following, and fully to be &c. And to have and to hold the residue of all and singular the Premisses, with the Appurtenances, unto the said *E. F.* his Executors and Assigns, from the Feast of &c. unto the end &c. Yielding and paying severally yearly during any of the said Terms, unto the said *A.B.* and *C.D.* their Assigns, the several Rents hereafter mentioned, and in manner and form hereafter declared, *viz.* for the Premisses before men ioned, &c. at 2. Terms or Feasts of the year, *viz.* at the Feast of &c. by even portions: The payment of every the said Rents to begin and be made at such of the said Feasts, as shall happen and come first, after that the Premisses, for which the Rent is by these presents reserved, shall or lawfully ought to come to the possession and occupation of the said *E.F.* his Executors or Assigns, by vertue of these presents. And if it shall happen the said severall yearly Rents and Farms, or any of them, to be then unpaid, or any part thereof, by the space of dayes, next after any of the Feast-dayes, wherein, as is aforesaid, the same or any of them ought to be made, then and so often it shall be lawful to the said *A.B.* and *C.D.* their Heirs, Executors, and Assigns, or any of them, into the said Premisses, for the same Rent as is to be reserved, to enter &c. the Tenant covenant to repair and amend all the Houses, Edifices, Building, standing, or being of, in, or upon the Premisses, or any part thereof, by these presents demised, at and from such time as the Interest and Terms of years of the said *E. F.* of and in the same part,

part, commence and begin, in and with all manner of necessary and needfull reparations, for and during the said Term of the said *E. F.* of and in the Premisses; and also at his and their Costs and Charges, shall cause all the Hedges, &c. The Lord doth covenant, That it shall be lawful unto the said *E. F.* his Executors and Assigns, at all times during any Estate and Term made or created by these presents, to fell, cut down, and take in and upon the Premisses, whereof the same Estate and Term of years is made or created, sufficient &c. if it be there to be had, in and upon the same Premisses, during the said Term and Estate, there to be done, and not elsewhere. &c. In witnesse, &c.

RESIGNATION.

A Resignation of a Benefice.

TO all Christian People, to whom this present Writing shall come, I *J. G.* Clerk, and late Parson of the Parish-Church of *S.* in the County of *S.* sendeth Greeting in our Lord God everlasting. Know ye, That I the same *G.* for divers good and reasonable Causes and Considerations, me moving, Have clearly resigned and released unto the Patron or Giver of the Parsonage of *S.* in the said County of *S.* and Diocess of *W.* the free, and ample, and cleer Disposition and Gift of the same Parsonage; Together with all the Right, Demand, or Title, which I might, should, or ought to claim or demand by any manner of means, for, touching, or in any wise concerning the same Parsonage of *S.* by reason either of Nomination, Assignation, or Deputation thereof, at any time heretofore to me made, granted, or assigned. And I the said *J. G.* do by these presents, promise, and Grant, at no time or times hereafter, to make any Claim or Claims, Challenge or Demand to the said Parsonage, or to any Duties whatsoever appertaining thereunto, which might have grown due or payable unto me, by reason of the foresaid Parsonage of *S.* In witnesse, &c.

REVO-

REVOCATIONS.

Of Uſes in former Indentures mentioned according to the power thereby given.

THis Indenture made, &c. Between *E.S.* of *S.* in the County of *L.* Eſq; of the one part, and *R.H. T.T. J.B.* and *H.H.* of the other part, Witneſſeth, That whereas the ſaid *E.S.* did heretofore by his Indenture, bearing date &c. made betwixt him the ſaid *E.S.* of the one part, and *J. O.* of *O.* in the ſaid County of *L.* Eſq; of the other part, do covenant, grant, and agree, to and with the ſaid *J. O.* his Executors and Adminiſtrators, That he the ſaid *E.* his Heirs, in ſuch manner and form as in and by the ſaid recited or mentioned Indenture is covenanted and agreed, ſhould and would convey and aſſure, or cauſe to be conveyed and aſſured, unto the Right Honourable *H.* Earl of *D.* ſithence deceaſed, and to the ſaid *R.H. T.T.* &c. and their Heirs, and to the Survivor of them and his heirs, all and ſingular Mannors of *S.B.* and *S.* in the ſaid County of *L*: and alſo all and ſingular Suits, Seigniories, Services, Franchiſes, Priviledges, Court-Leets, Perquiſites of Court, and Leets, View of Frank-pledge, and that to View of Frank-pledge appertaineth, and all Appurtenances, Emoluments, and Hereditaments whatſoever, unto the ſaid Mannors and Lordſhips, or unto any of them belonging and appertaining, and alſo all and ſingular his Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, within the ſeveral Towns, Townſhip, Fields, Hamlets, Precincts, and Territories of *S. H. A.* and *O.* and elſewhere in the County of *L.* to the ſeveral uſes, intents, and purpoſes, agreements, limitations, liberties, proviſoes, and conditions in the ſaid mentioned or recited Indenture mentioned, expreſſed, and declared, and to no other uſe, intent, or purpoſe in any wiſe. The particulars of which ſaid uſes doth more plainly appear in and by the ſaid mentioned or recited Indenture, Relation thereunto being had or made. In which ſaid recited or mentioned Indenture of the 35. year of her Highneſs Raign, there is nevertheleſs contained and compriſed one *Proviſo* or Clauſe to the Tenor or Effect hereafter following; That is to ſay, Provided nevertheleſs, &c. (reciting the Proviſo of Revocation *Verbatim.*)

Now therefore it is agreed by and betwixt the parties to theſe Preſents, and the ſaid *E.S.* according to the Tenor, Power, or Liberty of the ſaid *Proviſo*, being fully minded, determined, and reſolved to alter and determine the Eſtate and Eſtates limited in uſe, in or by the ſaid mentioned Indenture of the 35th year of her Highneſs Raign, unto *T.S.* of *E.* and the heirs males of his body, and

and alſo the Eſtate and Eſtates limited in uſe, in or by the ſaid recited Indentures unto *J. S.* for term of his life, without impeachment of Waſt, and after his deceaſe, then to *E. S.* Son of the ſaid *J.* and the Heirs males of his Body lawfully begotten, doth by theſe preſents, and by force and according to the ſaid *Proviſo* before recited, or the power or liberty thereof, revoke, repeal, and determine all and every the ſaid Eſtate and Eſtates in any wiſe limited in uſe, in or by the ſaid recited or mentioned Indentures, unto the ſaid *T. S.* of *B.* and the Heirs males of his Body lawfully begotten, and alſo all and every the Eſtate and Eſtates in or by the ſaid Indentures limited in uſe unto the ſaid *J. S.* for term of his life, and all and every the Eſtate and Eſtates, in or by the ſaid recited or mentioned Indentures, limited in uſe unto the ſaid *E. S.* Son of the ſaid *J.* and the Heirs males of his Body lawfully begotten, of, in, for, and concerning all and every the Mannors, Lands, Tenements, and Hereditaments, with their, and every of their Appurtenances, in any wiſe comprized, contained, or ſpecified in or by the ſaid mentioned or recited Indentures. And likewiſe the ſaid *E. S.* doth hereby limit, publiſh, and declare according to the Tenor of the ſaid recited *Proviſo*, and the power and liberty thereof, that all and every the Eſtates in any wiſe, manner, and form limited in uſe, in or by the ſaid mentioned Indenture of the 35th year of her Majeſties Reign unto the ſaid *T. S.* and the Heirs males of his Body lawfully begotten; as alſo all and every the Eſtate and Eſtates in any manner or form limited in uſe, in or by the ſaid mentioned Indenture unto the ſaid *J. S.* for term of his life, without impeachment of Waſt, and all and every the Eſtate and Eſtates, in any wiſe, manner, or form limited in uſe, in or by the laſt mentioned Indentures unto the ſaid *E. S.* Son of the ſaid *J.* and the Heirs males of his Body lawfully begotten, ſhall from henceforth, of, in, for, and concerning all and every the Mannors, Lands, Tenements, and Hereditaments, with their Appurtenances, in any wiſe comprized, contained, or ſpecified in the ſaid recited Indenture of the 35th year of her Highneſs Reign, ſhall ceaſe, determine, be fruſtrate, void, and of no further effect or continuance in the Law. Any the limitation of uſe or uſes, in the ſaid mentioned Indentures, or any other matter or thing whatſoever, to the contrary hereof in any wiſe notwithſtanding. And that all and ſingular the ſaid Mannors, Lands, Tenements, and Hereditaments aforeſaid, with their and every of their Appurtenances, and the only uſe thereof, ſhall from henceforth remain, continue, and be unto the ſaid *E. S.* party to theſe preſents, and his Heirs for ever, and not in any ſort, manner, or form, unto the ſaid *T. S.* and the Heirs males of his Body, nor to the ſaid *I. S.* for term of his life, nor to the ſaid *E. S.* Son of the ſaid *I.* and the Heirs males of his Body lawfully begotten, nor to their, or any of their Aſſignee or Aſſigns, In witneſs, &c.

Revocation.

Declaration of Uſes.

DAVENPORT.

A Declaration

A Declaration of Uſes, upon the Revocation above written.

TO all to whom theſe preſents ſhall come, *E.S.* of *S.* in the County of *L.* Eſq; ſendeth greeting, Know ye, that I the ſaid *E.S.* (having before the making hereof) revoked, reduced, and reveſted the Eſtate of Inheritance of all and ſingular my Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, with the Appurtenances, ſcituate, &c. in and unto me the ſaid *E. S.* and my Heirs, for divers good cauſes and conſiderations me thereunto moving, hath given, granted, and confirmed, and by theſe preſents, do give, grant, and confirm unto *A. B.* of &c. and *R. L.* of &c. all and ſingular my Mannors, Meſſuages, Lands, Tenements, and Hereditaments whatſoever, with the Appurtenances, To have and to hold, the ſaid Mannors, &c. unto the ſaid *A. B.* and *R. L.* their Heirs and Aſſigns, to the ſeveral uſes, behoofs, Intents, and purpoſes, hereafter in theſe preſents ſpecified, and to none other uſe, intent, or purpoſe whatſoever, That is to ſay, To the onely ſole and proper uſe and behoof of me the ſaid *E. S.* and my Heirs and Aſſigns for ever, In witneſs, &c.

DAVENPORT.

Another Deed of Revocation.

TO all, &c. *A. B.* of &c. greeting, Know ye, that I the ſaid *A.B.* am fully minded, diſpoſed, and determined to revoke, annull, determine, and make void, all and every the uſes, limitations, and intents, named, limited, aſſigned, or appointed, in and by the above-mentioned or recited Indentures of, in, or to any Mannors, Meſſuages, Lands, Tenements, and Hereditaments in the ſaid County of *S.* with their Appurtenances, in the ſaid Indenture ſpecified, to any Perſon or Perſons whatſoever, and by this my Writing, under my Seal, and ſigned with my own hand, in the preſence of *A. B. C. D.* and *E. F.* 3 lawful and credible Witneſſes, do declare, publiſh, limit, pronounce, and appoint, That all and ſingular the ſaid uſes declared, appointed, mentioned, and limited to *G. H.* &c. and all and every Uſe and Uſes mentioned, limited, or appointed to any perſon or perſons, in and by the ſaid recited Indenture, of, in, or to the ſaid Mannors, Lands, Tenements, and Hereditaments, in the ſaid County of *S.* or of, in, or to any part or parcel thereof, ſhall be void, determined, revoked, and of none effect. And I the ſaid *A.B.* determine and revoke, by theſe Preſents, all and every the uſes aforeſaid, of, for, or concerning the ſaid Mannors, Lands, Tenements, and Hereditaments in the ſaid County, any thing in the ſaid Indentures contained, or any Act or Acts, thing or things whatſoever, had, made, or ſuffered to be done by me heretofore, to the contrary in any wiſe notwithſtanding, &c. In Witneſs, &c.

A Clauſe

A Clauſe of Revocation.

PRovided alwayes, and upon Condition, That if the ſaid *A. B.* ſhall at any time hereafter, during his natural life, tender or pay unto the above-named *C. D.* or to any perſon, or to any perſons to his uſe, the ſumm of 6 *d.* of lawful *Engliſh* money, with intent or purpoſe to fruſtrate and make void this preſent Deed, and the Eſtate and Eſtates thereby conveyed, limited, raiſed, or aſſured, that then and from thenceforth this preſent Deed, and all and every the Uſes, Limitations, Eſtates, Grants, Articles, and Agreements therein, or thereby mentioned, limited, raiſed, or in any ſort appointed, and the execution thereof, ſhall be abſolutely void, fruſtrate, and of none effect in the Law, any thing herein contained, &c.

A Proviſo *for Revocation of part.*

PRovided alwayes, and nevertheleſs, it is the true intent and meaning of all the ſaid parties to theſe Preſents, That if the ſaid *E. S.* ſhall at any time during his natural life, be minded to determine the Eſtate and Eſtates limited in uſe, in ſuch ſort as is aforeſaid, to the ſaid *T. S.* and the Heirs males of his Body lawfully begotten, and for default of ſuch Iſſue, to the ſaid *I. S.* for term of his natural life, without impeachment of Waſt, and after his deceaſe &c. and ſhall alſo by his Deed indented, at any time hereafter to be made, between the ſaid *E. S.* of the one part, and the ſaid *R. H. T. T.* or the Survivor of them, of the other part, or by his laſt Will and Teſtament in writing under his Hand and Seal, declare and limit the ſame, or ſuch other uſes as ſhall ſeem meet and convenient to the ſaid *E. S.* That then and from thenceforth, the ſaid Eſtates and uſes, limited and appointed before by theſe Preſents to the ſaid *T. S.* to ceaſe and determine, and be utterly void, as though the ſame had never been made, limited, or appointed.

A Deed to revoke Truſts.

THis Indenture Tripartite, made &c. between the Right Honourable *T.* Earl of *S.* &c. of the firſt part *B. W.* of *A.* in the County of *S.* Eſquire, and *H. D.* of *B.* in the County of *Y.* Eſq; of the 2d part, *R. T.* of *S.* in the County of *B.* Eſq; *S. S.* of *S.* in the County of *Y.* Eſq; *T. G.* and *M. M.* Gent. of the 3d part. Whereas the ſaid *T.* Earl of *S.* by his Indenture, bearing date the day before the date hereof, for the conſideration of 20 *l.* of lawful money of *England*, hath granted, bargained, ſold, demiſed, and to Farm-letten unto the ſaid *B. W.* and *H. D.* all thoſe the Mannors, or Lordſhips of, &c. To have and to hold, the ſaid Mannors, Rectories, and every part thereof, unto the ſaid *B. W.* and *H. D.* their Executors, Adminiſtrators, and Aſſigns, from the Feaſt-day of &c. laſt paſt, before the date hereof, unto the full end and Term of one full year, at the Rent of one Pepper-Corn, as in and by the ſaid Indenture it doth plainly appear. And whereas the ſaid *E.* by his Indenture

Tripartite, bearing date the ſame day, and expreſſed to be made between the ſame parties, and Sealed and delivered at one inſtant, together with theſe Preſents, hath granted, remiſed, releſed, ratified, and confirmed unto the ſaid *B.W.* and *H.D.* their Heirs and Aſſigns, being in poſſeſſion of the ſaid Manor and Premiſſes, by force and vertue of the recited Indenture aforeſaid, all thoſe the aforeſaid Mannors, Lordſhips, Rectory, &c. To have and to hold the ſaid Mannors &c. and all other the Premiſſes, with their Appurtenances, unto the ſaid *B.W.* and *H.D.* their Heirs and Aſſigns for ever, to the uſes, intents, and purpoſes, & Subject to the *Proviſoes*, Payments, Conditions, in theſe Preſents particularly mentioned and expreſſed, as in and by the ſaid ſeveral Indentures, relation being thereunto had, it doth and may plainly & at large appear. Now this Indenture witneſſeth, That it is mutually concluded, condiſcended unto, and fully agreed upon, by, and between all the parties to theſe Preſents, and it is the true intent and meaning of theſe Preſents, and of all and every the ſaid parties to the ſame, That if the ſaid Earl, ſhall at any time hereafter, during his natural life, be minded to make void the ſaid laſt recited Indenture, or any Eſtate, Truſt, Article, or Agreement in the laſt recited Indenture contained, or to cauſe or create any other or further Truſt or Truſts, or to diſpoſe the ſaid ſeveral Mannors and Premiſſes, or any part thereof, in any other ſort, or to any other perſon, or for any other purpoſes, then are in the ſaid recited Indenture limited and declared, and the ſame his minde, intent, and purpoſe, ſhall ſignifie and declare in Writing, under his Hand and Seal, in the preſence of 2, or more credible Witneſſes, that may teſtifie the ſame to be his true meaning, or by his laſt Will and Teſtament in writing, That then, and immediately after ſuch ſignification and Declaration had and made, the aforeſaid uſe and uſes, Eſtate and Eſtates, Truſt and Truſts, Confidences, Intents, and purpoſes, and all, and ſo much of the Premiſſes, whereof the ſaid Earl ſhall make ſuch ſignification or determination, and every Article, clauſe, and thing concerning the ſame, ſhall ceaſe, determine, and be utterly void, to all Intents, Conſtructions, and purpoſes. And that then, and from thenceforth, it ſhall and may be lawful to and for the ſaid Earl, by ſuch Writing as aforeſaid, or by any other his Deed or Writing, Subſcribed, Sealed, and Teſtified as aforeſaid, or by his laſt Will and Teſtament in Writing, to appoint and declare new, or other Uſe or Uſes, Truſt or Truſts, of all or ſo much of the Premiſſes, whereof the ſaid Earl ſhall make any ſuch ſignification or Declaration, or otherwiſe diſpoſe of the ſaid Premiſſes, or any part or parcel thereof, at his free will and pleaſure, any thing whatſoever in the ſaid laſt recited Indenture contained, to the contrary thereof in any Caſe notwithſtanding. In witneſs, &c.

A Deed to revoke Truſts.

THis Indenture Tripartite, made &c. Between the Right Honourable *W.* Earl of *S.* &c. of the firſt part, *B.W.* of *A.* in the County of *B.* Eſq; of the ſecond part, *R.T.* of *S.* in the County of *B.* Eſq; *S.S.* of *S.* in the County of *N.* Eſq; *T.T.* and *M.W.* Gent. of the 3d part. Whereas the ſaid *W.* Earl of *S.* by his Indenture, bearing date the day before the date hereof, for

for the consideration of 20 s. of lawful money of *England*, hath granted, bargained, sold, demised, and to Farm-letten unto the said *B.W.* and *H.D.* all those the Mounds, or Lordships of &c. **To have and to hold** the said Mannor, Rectories, and every part thereof, unto the said *B.W.* and *H.D.* their Executors, Administrators, and Assigns, from the Feast-day of St. *M.* last past, before the date thereof, unto the full end & Term of one full year, at the Rent of one Pepper-Corn, as in and by the said Indenture it doth plainly appear. **And whereas** the said Earl by his Indenture *Tripartite*, bearing date the same day, & expressed to be made between the same parties, & sealed & delivered at one instant together within these Presents, hath granted, remised, released, ratified, & confirmed unto the said *B.W.* and *H. D.* their Heirs and Assigns, being in possession of the said Mannor and Premisses, by force and vertue of the recited Indenture aforesaid, all those the aforesaid Mannors, Lordships, Rectory, &c. **To have and to hold** the said Mannor, &c. and all other the Premisses, with the Appurtenances, unto the said *B.W.* and *H. D.* their Heirs and Assigns for ever, to the uses, intents, and purposes, and subject to the Provisoes, payments, Conditions, in these presents particularly mentioned and expressed, as in and by the said several Indentures, relation being thereunto had, it doth and may plainly, and at large appear. **Now this Indenture witnesseth**, That it is mutually concluded, condiscended unto, and fully agreed upon, by and between all the said parties to these Presents, and it is the true intent and meaning of these Presents, and it is the true intent and meaning of these presents, and of all and every the said parties to the same, That if the said Earl shall at any time hereafter, during his natural life, be minded to make void the said last recited Indenture, or any Estate, Article, or Agreement, in the said last recited Indenture contained, or to cause or create any other or further trust or trusts, or to dispose of the said several Mannors and Premisses, or any part thereof, in any other sort, or to any other person, or for any other purposes then are in the said last recited Indenture limited and declared. And the same his mind, intent and purpose, shall signifie and declare in writing, under his Hand and Seal, in the presence of two or more Credible Witnesses, that may testifie the same to be his true meaning, or by his last Will and Testament in writing, That then, and immediately after such signification and Declaration had and made, the aforesaid Use and Uses, Estate and Estates, Trust and Trusts, Confidences, Intents, and Purposes, and all and so much of the Premisses, whereof the said Earl shall make such signification or determination. And every Article, Clause, and thing, concerning the same, shall cease, determine, and be utterly void, to all Intents, Constructions, and purposes; and that then, and from thenceforth, it should and might be lawful unto, and for the said Earl, by such writing as aforesaid, or by any other his Deed or Writing, subscribed, sealed, and testified as aforesaid, or by his last Will and Testament in writing, to appoint and declare new, or other Use or Uses, Trust or Trusts, of all or so much of the Premisses, whereof the said Earl should make any such signification or Declaration, or otherwise dispose of the said Premisses, or any part or parcel thereof, at his free will and pleasure, Any thing whatsoever in the said last recited Indenture

contained, to the contrary thereof, in any wise notwithstanding. In Witness, &c.

A Deed of Revocation.

TO all persons to whom these Presents shall come, *R. B.* of *B.* in the County of *W.* Esq; sendeth Greeting. Whereas the said *R. B.* by Indenture bearing date, &c. made between him the said *R. B.* of the one part, and *T. J.* of &c. of the other part, did Covenant, promise, and grant to and with the said *T. J.* his Heirs and Assigns, That he the said *R. B.* and *M.* his Wife, would at his or their own proper Costs and Charges, before the first day of *N.* then next ensuing, acknowledge and levy a Fine, *Sur Conuse de Droit come ceo*, &c. to the said *T. J.* or his Heirs, before the Justices of the Court of Common-Pleas at *W.* of, and in all that the Mannor of *C.* in the said County of *B.* with the Appurtenances, and of, and in all other the Mannors, Messuages, Cottages, Milnes, Houses, Lands, Tenements, Meadows, Pastures, Feedings, Commons, Wayes, and Hereditaments, Scituate, lying, or being within the several Towns, Parishes, or Precincts of *E.* and *C.* aforesaid, or either of them, whereof, or wherein he the said *R. B.* or *T. B* Esq; his Father, or either of them, were at any time seized of any Estate of Inheritance, or Free-hold, in use, Possession, reversion, remainder, or otherwise, with all and singular their Appurtenances, To and upon the Uses, Intents, and purposes in the said Deed, expressed and declared, with a Proviso nevertheless therein contained to this effect, That is to say, That it should and might be lawful to and for the said *R. B.* at any time then after, and from time to time, during his life, by his writing, under his Hand and Seal, testified by 3. Witnesses at the least, to revoke, alter, change, frustrate, determine, or make void all or any the Uses and Estates in the said Indenture mentioned (other then the Estate and Interest made unto *M. B.* therein named, and other then the Estate, Use, and Joynture made for the life of *M.* for the said *R. B.*) and by the same Writing, or any other Writing so testified as aforesaid, to create and raise any other Use or Estate thereof, by vertue of the said Fine to be levyed, as is therein above-mentioned, as by the said Indenture (relation being thereunto had) more at large appeareth. And whereas the said *R. B.* and *M.* his Wife, did accordingly, in pursuance of the Covenants contained in the said Deed, levy a Fine of the Mannors, Lands, and Premisses, mentioned in the said Deed, to the said *T. J.* and his Heirs, in the *Hillary* Term, then next following, as by the said Fine, remaining upon Record, more at large appeareth. Now know all men by these Presents, that the said *R. B.* for divers good Causes and Considerations him moving, according to the said recited Proviso, and the Liberty Power, and Authority to him the said *R. B.* in and by the said Indenture specified, limited, given, saved, and reserved, and by vertue thereof, and by force and vertue of all and every other power and powers, and Authority whatsoever, enabling him thereunto, hath revoked, frustrated, determined, and made void, and by this his present Writing, under his Hand and Seal testified, by all the Witnesses whose names are hereupon endorsed,

dorſed, doth abſolutely revoke, fruſtrate, determine, and make void, all and every the Uſes and Eſtates in the ſaid Indenture mentioned and declared (other then the Eſtate and Intereſt made unto the ſaid *M. B.* and other then the Eſtate, Uſe, and Joynture, made for the Uſe of the ſaid *M.* Wife to the ſaid *R. B.*) And further more, the ſaid *R. B.* for divers good Cauſes and Conſiderations, him thereunto eſpecially moving, doth by this his Writing, teſtified as aforeſaid, by vertue of the ſaid recited Proviſo, in the ſaid recited Indenture contained, and the liberty, power, and Authority thereby to him reſered, as is aforeſaid, and by vertue of all ſuch power and Authority, as he hath thereby, or otherwiſe however, create, declare, limit, and appoint, That the ſaid Fine ſo as aforeſaid, levied of the Mannors and Premiſſes, before in theſe Preſents mentioned as aforeſaid, and the execution thereof, ſhall from henceforth be and enure, and ſhall be conſtrued, deemed, and taken to be and enure. And that the ſaid *T. F.* and his Heirs, and all and every the parties unto the ſaid Fine, and all and every other perſon and perſons, who by force or vertue of the Fine aforementioned, or otherwiſe are, or hereafter ſhall be ſeized of the ſaid Mannors and Premiſſes, or any of them, ſhall ſtand and be thereof, and of every part and parcel thereof, ſeized to the onely and proper uſe and behoof of him the ſaid *R. B.* his Heirs and Aſſigns for ever, and to and for no other Uſe, Intent, or purpoſe, whatſoever. In witneſs, &c.

SURRENDERS.

Of Tenants for life, to the end a recovery may be had to make Lands in Fee-simple, with a Reversion of their Estates.

THis Indenture made &c. Between *A. B.* and *C.D.* &c. Tenants and Farmers unto *E.S.* of *S.* in the County of *L.* Esq; of the one part, and the said *E. S.* of the other part; Witnesseth, That the said *A. B.* &c. for divers and sundry good causes and considerations them thereunto moving, Have given, granted, and surrendred, and by these presents do give, grant, and surrender unto the said *E.S.* his Heirs and Assigns, all and singular their several Estates, Terms, and Demands, which they or any of them hath or have, of, in, or unto all those several Messuages, Lands, and Tenements thereunto belonging, or therewith or with any of them usually occupied, as part, parcel, or belonging, sciruate, lying, and being in *O.* and *S.* aforesaid, and now or late in the several Tenures or Occupations of the said *A.B. C.D.* &c. their or any of their Assignee or Assignees: To have and to hold to the said *E.S.* and his Heirs for ever, to the use of him and his heirs, to the intent and purpose that he may be Tenant of the Free-hold thereof, so as a perfect common Recovery may be thereof (among other things) had and pursued against him, to and for such uses and intents as are mentioned and expressed, in one Indenture bearing date &c. Provided nevertheless, and upon Condition, That if the said *E.S.* his Heirs or Assigns, do not well and truly, without fraud or covin, tender and pay unto every of them the said *A.B. C.D.* &c. Tenants and Farmers, parties to these presents, or to every of their Assigns, the full sum of 1000 l. apiece, of good and lawful money of *England*, in or upon the 20th day of *A.* next coming, after the date hereof, at the now several dwelling Houses of the said *A.B.* and *C.D.* &c. (Tenants and Farmers, parties to these presents) That then and from thenceforth this present Surrender, and all and every the Estate and Estates thereby, or by any means thereof, in any wise conveyed, shall cease and be utterly void, and of no further effect: And that then and from thenceforth the said *A.B. C.D.* &c. (Tenants and Farmers parties to these presents) and their Assigns, shall have, retain, and enjoy from the said *E.S.* his Heirs and Assigns, all and every the said Messuages, Tenements, and Premisses, in any wise surrendred, or mentioned to be surrendred, in or by these presents, as in his or their former Estate, any thing in these presents, or otherwise

wiſe to the contrary notwithſtanding. And furthermore, the ſaid *E. S.* is contented and pleaſed, and by theſe preſents doth grant and agree, to and with the ſaid *A.B. C.D.* &c. and to and with every of them by theſe preſents, and with their and every of their Aſſigns, that they the ſaid *A.B. C.D.* &c. Tenants and Farmers, parties to theſe preſents, ſhall and may have, hold, occupy, and enjoy, the ſaid ſeveral Meſſuages, Lands, and Tenements, in their ſeverall Tenures or Occupations, from the making hereof, untill the ſaid 20. day of *A.* next enſuing, upon and under his and their ſuch ſeveral ancient and accuſtomed Rents, Boons, Duties, and Services, as were or are reſerved to be due and payable, in or by virtue of his or their ſeveral former Leaſe or Leaſes, in as large and ample manner as they might or ought to be done, at, or before the making of theſe preſents. In witneſs, &c.

Davenport.

In the making of this Surrender, there muſt be care taken when the Aſſizes, at which ſuch Recovery is to be ſuffered, do begin, to the end that the day of payment may be ſure to be ten days, or thereabouts, after the beginning of the Aſſizes.

And it will be ſafeſt for the Tenant for life or lives, before he ſurrender, to aſſign over his Leaſe to ſome Friend for a 100. years, if the Leſſees ſo long ſhall live; And for Tenant for years to aſſign the reſidue of his term —— and then to ſurrender.

Another ſhorter Deed of Surrender.

THis Indenture &c. Between *T. H.* of &c. of the one part, and *R. H.* of &c. of the other part; Witneſſeth, That whereas *T. L.* Eſq; hath heretofore demiſed to the ſaid *R. H.* and his Aſſigns, one Burgage or Tenement, lying and being in *P.* with all Houſes, Edifices, Buildings, Gardens, Croſts, Cloſes, Lands, Tenements, and Hereditaments thereunto belonging, or to or with the ſame uſed, or accuſtomed to be occupyed: to have and to hold to the ſaid *R.* and his Aſſigns, for and during the term of the naturall lives of *A. B. C.D.* &c. And whereas ſithence the making of the ſaid Leaſe, the ſaid *T. L.* hath granted, bargained, and ſold the ſaid Burgage or Tenement, and other the Premiſſes unto the ſaid *T. H.* and his Heirs. Now to the end that the ſaid *T. H.* may have thereof, and of every part thereof, for his further aſſurance a good and perfect Recovery againſt the ſaid *T. L.* and yet notwithſtanding the ſaid Leaſe to ſtand and be in its force and effect, after the ſaid Recovery ſuffered. In conſideration thereof, and for that purpoſe onely, he the ſaid *R. H.* at the ſpecial inſtance and requeſt of the ſaid *T. H.* is contented and pleaſed to give, grant, and ſurrender, and doth by theſe preſents give, grant, and ſurrender unto the ſaid *T. H.* and his Heirs, all his Eſtate in the ſaid Burgage and Tenement, and other the Premiſſes. Upon Condition nevertheleſs, That if the ſaid *T. H.* or his Aſſigns, do not well and truly ſatisfie and pay to the ſaid *R. H.* his Executors or Adminiſtrators, the ſum of 10000 *l.* of good and lawful money of *England*, in

or upon the Feast-day of St. *M.* the Arch. next coming, &c. That then this present Gift, Grant, and Surrender, to be utterly void, and of none effect in Law. And that then and from thenceforth, the said *R. H.* and his Assigns, to remain, be, and continue in the said Burgage or Tenement, and other the Premisses, in his and their former Estate, any thing herein contained, to the contrary thereof, in any wise notwithstanding. In witness,

HESKETH.

A Surrender of a Joynture upon Condition.

THis Indenture made &c. Between *R. M.* of &c. Esq; and *J.* his Wife, late Wife of *R.* Lord *O.* deceased, of the one part, and the Right Honourable *C.* Lord *O.* of the other part, Witnesseth, That the said *R. M.* and Dame *J.* his Wife, as in the right of the said Dame *J.* do hold for term of the natural life of the said Dame *J.* divers and sundry Lands, Tenements, and Hereditaments, within the Boronies and Mannors of *O. B.* and *H.* in the County of *N.* being the late Inheritance of the said *R.* Lord *O.* deceased, late Husband to the said *J.* and Brother to the said *C.* Lord *O.* the immediate Remainder or Reversion thereof, expectant in the said *C.* Lord *O.* and his Heirs, or to the Heirs of his Body lawfully begotten for ever. Now the said *R. M.* and Dame J. his Wife, as well for the consideration hereafter in this Indenture mentioned; as also for the perfecting of an Estate or Conveyance to be had and made, in consideration of a Marriage hereafter (by Gods grace) to be solemnized between *E. T.* Esq; 2d son of the Right Honourable *G.* Earl of *S.* and *J. O.* Daughter of the said *C.* Lord *O.* Have given, granted, and surrendred, and by these presents do give, grant, and surrender, unto the said *C.* Lord *O.* and his Heirs, upon condition hereafter in this Indenture mentioned; All and singular the Lands, Tenements, and Hereditaments, before in this Indenture mentioned: And all such o her Lands and Hereditaments, as the said *R. M.* and Dame *J.* his Wife, as in the right of the said *J.* have, or of right ought to have, for term of the life of the said *J.* being the late Inheritance of the said *R.* Lord *O.* her late Husband: and all the Estate, Right, Title, and Interest, which the said *R. M.* and Dame *J.* his Wife, as in the Right of the said Dame *J.* have, or ought to have, in or to the said Lands and Premisses, or any part or parcel thereof: To have and to hold the said Lands and Premisses, and the Estates, Right, Title, and Interest, of the said *R. M.* and Dame *J.* his Wife, in and to the said Lands, unto the said *C.* Lord *O.* and his Heirs; Upon Condition, that if the said *C.* Lord *O.* do not well and truly content, or cause to be contented and paid unto the said *R. M.* and Dame *J.* his Wife, or their Assigns, the Sum of 10000 *l.* of lawful *English* money, upon the Feast-Day of St. *M.* the Bishop in *Winter*, which shall be in the year of our Lord God &c. at or in the Mansion-house of the said *R. M.* in &c. in the County of &c. That then and from thenceforth, this present Grant and Surrender to be utterly void and of none effect; and that from and after such Default of payment of the said Sum of 10000 *l.* at the time and place aforesaid, it shall and may be lawful to the said *R. M.* and Dame *J.* his Wife,

and

and their Aſſigns, to enter into the ſaid Lands and Premiſſes, and the ſame to have and enjoy, as in their former Eſtate. And the ſaid *C.* Lord *O.* doth covenant for him &c. with the ſaid *R. M.* and Dame *J.* his Wife, and their Aſſigns, that they and their Aſſigns ſhall take the Rents and Profits of the ſaid Lands and Premiſſes, to their own uſe, without any account thereof making, untill the ſaid Feaſt of St. *M.* &c. if the ſaid Dame J. ſo long ſhall live.

A Surrender by Tenant for life to him in Reverſion or Remainder, to the intent to have a Recovery to paſs.

THis Indenture &c. 1 *Iunii, Ann.* 35. *R. R. Eliz.* &c. Between *L. S.* of *L.* Wid. on the one part, and *E. H.* Cit. and I. of *L.* on the other part, Witneſſeth, That the ſaid *L.* for the Sum of 500 *l.* of &c. by the ſaid *E.* his Executors or Adminiſtrators, well and truly to be paid to the ſaid *L.* her Executors or Adminiſtrators, on the 20. day of *N.* next coming, after the Date of theſe preſents, and for divers other conſiderations her moving, hath granted, aſſigned, ſurrendred, and ſet over, and by theſe preſents doth &c. unto the ſaid *E. H.* his Executors, Adminiſtrators, and Aſſigns, all her Right, Intereſt, and Term of life, of and in the one moiety and half part of all that Meſſuage or Tenement, ſcituate and being in the Pariſh of St. *P.* in *C. L.* late in the Occupation of &c. and of and in all Eaſments and Commodities whatſoever, to the ſaid moiety or half part of the ſaid Meſſuage or Tenement belonging or appertining: To have and to hold all and ſingular the Premiſſes, with the Appurtenances, unto the ſaid *E. H.* his Executors, Adminiſtrators, and Aſſigns. Provided always, That if the ſaid *E. H.* his Executors or Adminiſtrators, do not pay, or cauſe &c. to the ſaid *L.* or her Aſſigns, the ſaid Sum of 500 *l.* of &c. upon the ſaid 20th Day of *N.* next enſuing the Date hereof, according to the true meaning of theſe Preſents, without any further delay; That then this Grant and Surrender to be void and of none effect; and that then and from thenceforth it ſhall and may be lawful, to and for the ſaid *L.* into all and ſingular the Premiſſes to enter, and the ſame to have again, as in her former Eſtate: Any thing to the contrary, &c. In witneſs, &c.

A Surrender

A Surrender of a Leaſe.

TO all &c. Know ye, That I the ſaid *R.* for certain cauſes &c. have given, granted, remiſed, releaſed, ſurrendred, and altogether for me, mine Executors, Adminiſtrators, and Aſſigns, for ever quit-claimed unto *J. D.* his Executors or Adminiſtrators, all the Eſtate, Leaſe, Intereſt, Claim, and Term of years, to come and demand whatſoever that I the ſaid *R.* mine Executors, &c. had, have, ſhould, might, or ought to have, or claim, of, in, and to all thoſe 8. Acres &c. which the ſaid *J.* by his Indenture of Leaſe, dated &c. demiſed and granted to me the ſaid *R.* mine Executors and Aſſigns, for the term of &c. from the Feaſt &c. and for a certain yearly Rent therein reſerved by force of the ſame Indenture of Leaſe, or otherwiſe. And I the ſaid *R. H.* do covenant &c. That the ſaid Indenture of Leaſe, and all and ſingular the Premiſſes therein demiſed, at the enſealing and delivery of theſe Preſents, are, and be free and clear of all former Bargains, Sales, Gifts, Grants, Leaſes, Aſſignments, and all other Charges, Troubles, and Incumbrances whatſoever, had, made, or done by me the ſaid *R.* or by any other by my means or under my Right, Title, or Intereſt, before the enſealing and delivery hereof. In Witneſſe, &c.

A Form of a Surrender.

TO all People, to whom this preſent Writing ſhall come, *R. W.* Cit. and *S.* of *L.* ſendeth greeting: Whereas I the ſaid *R.* at this preſent ſtand, and am lawfully and ſole ſeiſed for term of my natural life, of and in all that Meſſuage or Tenement, with the Appurtenances, now being in the Tenure or Occupation of me the ſaid *R.* and mine Aſſigns, ſet, lying, and being in &c. by force of one Indenture of Leaſe, bearing date, &c. thereof made and granted by the Right Reverend Father in God, *E.* by the permiſſion of God, late Biſhop of *L.* unto me the ſaid *R. W.* and to *K.* then my Wife, and now deceaſed, and to *R. W.* the younger, then my Son, and now alſo deceaſed, for term of our lives, and the life of the longer liver of us. And whereas the Reverſion of all and ſingular the Premiſſes, doth belong and appertain to the Reverend Father in God *I.* by the Divine Providence of God, now Biſhop of *L.* and his Succeſſors. Now know ye, That I the ſaid *R. M.* for divers good Cauſes and Conſiderations, me thereunto moving, have ſurrendred, and do by theſe Preſents fully and clearly ſurrender unto the ſaid Reverend Father *I.* by the Divine Providence of God now Biſhop of *L.* and his Succeſſors, as well the ſaid Tenement, and other the Premiſſes, with the Appurtenances; as alſo all that my ſaid Leaſe and Eſtate, for term of my natural life, of and in the ſame, together with the ſaid Indenture, and all my Right, Title, and Intereſt, of, and in all and ſingular the Premiſſes with the Appurtenances, To have and to hold the ſame, together with the ſaid Eſtate and Intereſt, and all and ſingular other the Premiſes unto the ſaid Reverend Father and his Succeſſors, from henceforth for ever; In Witneſſe, &c.

A Surrender

A Surrender of Copy-hold Land Conditionall.

H. in com. M. MEmorand. That on the 10th day of *S.* in the 24. year of the Raign &c. *R. N.* of *H.* in the County of *M.* Yeo. one of the Customary Tenants of the said Mannor of *H.* hath without the Court, surrendred into the hands of the Lord of the said Mannor, by the hands of *T. K.* and *I. K.* Yeo. 2. of the customary Tenants of the said Mannor of *H.* one Croft, with the Appurtenances, commonly called or known by the name of *G.* Lands, now in the Tenure or Occupation of the said *R. N.* or his Assigns, containing by estimation 18 Acres, be it more or lesse, Scituate, lying, and being within the said Mannor, to the use and behoof of *T. S.* Cit. and C. of *L.* and of his Heirs and Assigns for ever, according to the custom of the said Mannor, upon and under this Condition nevertheless; That is to say, That if the said *R. N.* his Heirs, Executors, Administrators, or Assigns, do well and truly pay, or cause to be paid, to the said *T. S.* his Heirs, Executors, Administrators, or Assigns, the Sum of 44 l. &c. at one entire payment of the 10th of *F.* which shall be &c. at the now Mansion-house of the said *T. S.* Scituate &c. That then and from thenceforth, the said Surrender to be void and of none effect; And that then, and from thenceforth it shall be lawful, to and for the said *R. N.* his Heirs and Assigns, to have again, and re-enjoy the said Croft, as in the former Estate of the said *R.* The said Surrender to the contrary notwithstanding.

A Surrender.

OMnibus Christi fidelis ad quos presens Scriptum pervenerit, T. R. de B. salutem. Cum J. R. Pater meus per chartam suam Feoffamenti dederit et concesserit mihi præfat. T. unum Messuag. cum suis pertinen. in villa de B. prædict. Scituatum inter Tenementum R. W. ex parte Australi, et stratam regiam versus Borealem. Habend. et tenendum mihi pro termino vitæ meæ. Ita quod post decessum meum, prædict. Messuag. cum suis pertinen. H. R. fratri meo hæredib. et Assignatis suis in perpetuum remaneret. Noveritis me prad. T. concessisse, et sursum reddidisse præfat H. fratri meo totum jus meum et statum quæ habeo pro termino vitæ meæ in prad. Messuagio, cum suis pertinentiis Habend. et tenend. eidem H. hæredibus et assignatis suis in perpetuum, de capitalibus Dominis feodi illius per servitia, &c.

A surrender of a Lease.

THis Indenture made &c. between Sir *J. H.* of the one part, and *R. S.* &c. Dean of &c. and the Chapter of the same Church, of the other part. Whereas *V. C.* and *R. C.* in and by their Indenture, bearing date &c. made between the said *V. C.* and *R. C.* of the one part, and *B. G.* and *J. T.* of the other part, did for the Consideration therein mentioned, demise, grant, betake, set, and to Farm-let unto the said *B. G.* and *J. T.* all that &c. Scituate &c. then, or late in the Tenure

Tenure of &c. To have and to hold the same unto the said *B.G.* and *J.T.* their Executors and Assigns, from the Feast of &c. unto the term of 90 years, from thence next ensuing, fully to be compleat, in case the said *V.* and *R.C.* were then presently able to lease the Premisses in possession. And if in case there were any former Estate for term of life, or the term of 90 years, immediately after the end, ex,iration, surrender, forfeiture, or determination of the same former Estate, at and under the yearly Rent of &c. of lawful money thereby reserved. As in and by the said recited Indenture, relation being thereunto had, more at large it doth and may appear: The Estates, terme, and Interests, of and in which said recited Indenture of Lease, and Premisses, is since by mean Conveyances, and Assignments, lawfully come to the said Sir *J.H.* and he the said Sir *J.H.* is thereof lawfully possessed accordingly. Now this Indenture Witnesseth, That the said Sir *J.H.* for and in consideration, and to the Intent and purpose, that the said Dean and Chapter, or their Successors, shall and will before the &c. day of &c. next ensuing the date thereof, demise, grant, betake, and to Farm-let unto the said Sir *J.H.* his Heirs and Assigns, all and singular the above-mentioned Premisses, with all and singular the Rights, members, and Appurtenances thereof, Scituate &c. To have and to hold all and singular the above-mentioned Premisses, with their and every of their Appurtenances, unto the said Sir *J. H.* his Heirs and Assigns, for and during the natural lives of the longest Liver of them, to the onely proper use and behoof of the said Sir *J. H.* his Heirs and Assigns, during the said term, he the said Sir *I.H.* for the consideration, and to the intent and purpose aforesaid, hath surrendred and yielded up, and doth by these presents, surrender and yield up unto the said Dean and Chapter, the above-mentioned Indenture of Lease of the Premisses, and all the Estate, Right, Title, Interest, property, claim, and demand whatsoever, which the said Sir *I.H.* now hath, or at any time hereafter may have, of, in, or to the Premisses, and in and to any part or parcel thereof, by vertue of the said Indenture of Lease, and any Assignment and Assignments, and Conveyances thereof whatsoever. Provided always, and upon Condition nevertheless, that if the said Dean and Chapter, or their Successors, shall not before the said day of—next ensuing the date hereof, make a Demise, good and sufficient in Law, of all and singular the Premisses, unto the said Sir *I.H.* his Heirs and Assigns, for the term of the lives of the said persons, as is before expressed, according to the true intent and meaning of these presents: Then this Surrender to be utterly void, and of none effect, Any thing herein contained to the contrary, in any wise notwithstanding: In Witness, &c.

TRUSTS,

TRUSTS.

THis Indenture made, &c. Between *J. W.* of *B.* in the County of *E.* of the one part, and *W. H.* of *G.* in the County of *M.* of the other part, Witnesseth, That the said *J. W.* for, and in consideration of the Sum of &c. of lawfull money of *England* to him in hand paid by the said *W. H.* at and before the ensealing and delivery of these presents, And for divers other causes and considerations, him the said *J. W.* thereunto especially moving, hath granted, bargained, sold, aliened, released and confirmed; and by these presents, doth grant, bargain, sell, alien, release, and confirm unto the said *W. H.* his Heirs and Assigns for ever, all that the Mannor &c. and the Reversion and Reversions, Remainder and Remainders, of all and singular the said Mannors, Lands, Tenements, and Hereditaments, and Premisses, and every part and parcell thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *J. W.* of, in, to, or out of the said Mannors, Messuages, Lands, Tenements, Hereditaments, and Premisses, the said *J. W.* by a certain Indenture, bearing date, &c. hath for the considerations therein expressed, granted, bargained, sold, demised, and to Farm-letten unto the said *W. H.* his Executors, Administrators, and Assigns, from the time of the ensealing and delivery of the same recited Indenture, for the term of &c. thence next ensuing, and fully to be compleat and ended, at and under the Rent of &c. payable &c. if the same be lawfully demanded, as by the said recited Indenture more at large appeareth. And all which Mannors, Messuages, Lands, Tenements, Hereditaments and Premisses before mentioned by vertue thereof, and of the Statute of Uses, now are in the actual possession of the said *W. H.* To have and to hold the said Mannor, Messuages, Lands, Tenements, Hereditaments, and Premisses, hereby granted, bargained, sold, aliened, released, and confirmed, or meant, mentioned, or intended, to be hereby granted, bargained, sold, aliened, released, and confirmed, and every part and parcel thereof, to him the said *W. H.* his Heirs and Assigns for ever, to the only and proper use and behoof of him the said *W. H.* his Heirs and Assigns for ever. And it is hereby agreed, by and between the said parties, That the said *W. H.* and his Heirs shall have and hold all and singular the Mannors, Messuages, Lands, and Premisses, with their Appurtenances, upon this special Trust and Confidence: nevertheless

verthelesſ, That he the ſaid *W. H.* his Heirs and Aſſigns, ſhall and may, during the joynt lives of the ſaid *J. W.* and *M.* his now wife, receive all the benefits, iſſues, rents, and profits, of all and ſingular the Mannors, Houſes, Tenements, Lands and Premiſſes whatſoever, and imploy the ſame, and every part thereof, wholly for the uſe, maintenance, benefit and livelihood of *M.* now wife of the ſaid *J. W.* and to and for the livelihood, maintenance, and education of the children of them the ſaid *J.* and *M.* and for the maintenance, upholding, and reparation of the Mannor and Manſion-Houſe of the ſaid *J. W.* aforeſaid, called *B.* being a great Houſe, and much decayed, with all the out-houſes, barns, ſtables, dove-houſes, and buildings thereunto belonging. And upon this further truſt and confidence, That he the ſaid *W. H.* and his Heirs, from and after the death of the ſaid *I. W.* ſhall and will permit and ſuffer the ſaid *M. W.* during her life, to have, take, perceive and enjoy the Moyety, or one half of all the Manſion Houſe called *B.* and of all and ſingular the Rents, Iſſues, and Profits of the ſaid Mannors, Lands, and Premiſſes, for her Joynture, Livelihood, and maintenance, and the livelihood, maintenance, and education of the younger children of them the ſaid *I.* and *M.* And for and during the life of the ſaid *M.* ſhall and will permit and ſuffer the eldeſt Son of the ſaid *I.* and *M.* then living, to have, take, perceive and enjoy the other Moyety of the ſaid Manſion-Houſe, called *B.* and of the Rents, Iſſues, and Profits of the ſaid Mannors, Lands, Tenements, Hereditaments, and Premiſſes, for his livelihood and maintenance; and in caſe the ſaid *I. W.* have no Iſſue male living at the time of his death, then upon Truſt and Confidence, that the ſaid *W. H.* and his Heirs, ſhall and will permit and ſuffer the daughters or daughter of the ſaid *I. W.* and *M.* his wife, for and during the life of the ſaid *M.* to have, hold, take, receive, perceive, and enjoy one Moyety of the Rents, Iſſues, and Profits of the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, for their and her livelihood and maintenance: And in caſe there ſhall be no iſſue of the body of the ſaid *I. W.* and *M.* his wife living at the time of his death; or in caſe the ſaid iſſue ſhall happen to die, during the ſaid *M.* her life then upon Truſt and Confidence, that the ſaid *W. H.* and his heirs ſhall permit, and ſuffer the ſaid *M. W.* to have, perceive, take, and enjoy all the Rents, Iſſues, and Profits of all and ſingular the ſaid Mannors, Lands, Tenements, Hereditaments and Premiſſes, during her life, for her better livelihood and maintenance. And in caſe there ſhall be any Iſſue of the body of *I. W.* and *M.* his wife, living at the time of the death of the ſaid *M. W.* then upon this further Truſt and Confidence that the ſaid *W. H.* and his Heirs, ſhall and will, at the requeſt, and at the proper coſts and charges in the Law of the Son or Daughters of the ſaid *I. W.* as ſhall be then heir or heirs of the bodies of the ſaid *I. W.* and *M.* his wife grant, alien, convey, aſſure, and diſpoſe of the ſame Mannors, Meſſuages, Lands, Tenements, Hereditaments and Premiſſes, unto the ſaid Heir or Heirs, of the bodies of the ſaid *I. W.* and *M.* his wife, their Heirs and Aſſigns; And in caſe there ſhall be no Iſſue of the bodies of the ſaid *I. W.* and *M.* his wife, living at the time of the death of the ſaid *M.* then upon this ſpeciall Truſt and Confidence, and to the intent and purpoſe, that the ſaid *W. H.* his Heirs and

Aſſigns,

Aſſigns, ſhall and will ſell, or otherwiſe diſpoſe of the ſaid Mannors, Lands, Tenements, Hereditaments, and Premiſſes ſo Eſtated upon him the ſaid *W. H.* and his heirs, by theſe preſents as aforeſaid, and ſhall imploy and diſpoſe of the ſame, or of the moneys ariſing upon the ſale thereof, in ſuch manner as the ſaid *W.* ſhall by his laſt Will and Teſtament in Writing, limit, direct, and appoint. And it is further agreed by and betwixt the ſaid parties to theſe Preſents, and the ſaid *J. W.* doth hereby declare, That it ſhall and may be lawful to and for the ſaid *W. H.* and his Heirs, to defaulk and deduct out of the moneys ſhall be raiſed out of the ſale of the ſaid Mannors, Lands, Tenements, and Premiſſes, all ſuch moneys, charges, and expences as he and they ſhall lay out, expend, or ſhall be damnified, in or by the managing and execution of this preſent Truſt. In witneſſe, &c.

To ſell Land to pay Debts and Legacies.

UPon Truſt and Confidence, nevertheleſs, to the intent and purpoſe, That they the ſaid *A. B.* and *C. D.* and their Heirs, ſhall ſell and diſpoſe of the ſaid Mannor of *L.* and all the Meſſuages, Lands, Tenements, and Hereditaments eſtated upon them the ſaid *A. B.* and *C. D.* and their heirs by theſe Preſents, and ſhall imploy and diſpoſe of the money ariſing upon ſale of the ſaid Mannors & Premiſſes towards the ſaid ſatisfying & diſcharging of all the proper Debts of the ſaid *E. F.* and of all ſuch Legacies as the ſaid *E. F.* ſhall by his laſt Will and Teſtament in Writing give, deviſe, or bequeath to any perſon or perſons whatſoever. And to the intent alſo, and upon this further Truſt and Confidence, that after the ſaid Debts and Legacies ſhall be paid and ſatisfied, and after the ſaid *A. B.* and *C. D.* ſhall be ſatisfied all ſuch charges and diſburſments as they ſhall lay out, diſburſe, and expend in the managing and executing of this preſent Truſt, they the ſaid *A. B.* and *C. D.* and their heirs, ſhall pay over the ſurpluſage of the ſaid monies that ſhall be raiſed by the ſale of the ſaid Mannor and Lands, if any be, unto the ſaid *E. F.*: And the ſaid *E. F.* doth hereby declare, That the Debts which he doth intend, ſhall be ſatisfied out of the moneys raiſed by the ſale of the ſaid Mannor and Premiſſes, are his own proper debts; and not ſuch as he doth or ſhall ſtand engaged in, as ſurety for any other. And the ſaid *E. F.* doth hereby alſo declare, That it ſhall and may be lawful, to and for the ſaid *A. B.* and *C. D.* and their heirs, to defaulk, and deduct out of the monies, that ſhall be raiſed by the ſale of the ſaid Mannor and Premiſſes, all ſuch moneys, charges, and expences, as they ſhall lay out, expend, or be damnified in the managing and execution of this preſent truſt.

A Declaration of a Trust concerning Conveyances taken in other mens names.

THis Indenture made, &c. between &c. now witnes these presents, and the said *T. A.* and *R. C.* severally and respectively do hereby acknowledg and declare, That the money and consideration paid and disbursed as well for the Assignment of the said Lease, as also for the bargain and sale of the said Messuage or Tenement, and other things therein contained, was the proper money of the said *T. H.* and that their names were therein used at the nomination and appointment, and for the only use and benefit of the said *T. H.* his Heirs and Assigns. And thereupon it is agreed by and between the parties to these presents, and hereby declared, That the said *T. A.* and *R. C.* &c. their Heirs, Executors, or Administrators, do and shall hold the Estates aforesaid respectively upon these Trusts, *Videlicet*, That they shall permit and suffer the said *T. A.* his Heirs and Assigns, and such persons as he or they shall nominate and appoint, to have, hold, and enjoy the said Messuage or Tenement, and other things, and the Rents and Profits thereof to take to his own use, and shall and will also at the Request and Charges of the said *T. H.* his Heirs or Assigns, grant, convey, and assign the said Messuage, &c. and all their Estate therein, unto such persons as the said *T. H.* or his heirs shall appoint.

An Assignment to Feoffees in Trust.

THis Indenture made, &c. between *T. C.* of *W.* &c. of the one part, and *W. B.* of &c. Gent. and *H. C.* of *W.* aforesaid, Yeo. of the other part, Witnesseth, That whereas *R. S.* of *S.* in the said County, Esq. by his Indenture of Lease bearing date &c. did thereby (for the consideration therein expressed) demise, grant, set, and to Farm let unto the said *T. C.* and his Assigns, all that his Messuage and Tenement, with the Appurtenances, scituate &c. in *W.* and in *V.* aforesaid &c. or in both or either of them, late in the Tenure, &c. of *T. L.* or his Assigns, and then or now are in the Tenure of the said *T. C.* or his Assigns, together with all Houses, Edifices, Buildings, Yards, Orchards, Gardens, Lands, Tenements, Meadows, Leasowes, Pastures, Woods, Underwoods, Commons, Common of Pasture, Mosse-room, Waies, Waters, Easements, Liberties, Profits, Commodities, and Hereditaments to the said Messuage and Tenement, and Premisses lying, belonging, &c. or reputed, taken, or known as part &c. with all and singular their Appurtenances, To have, &c. and peaceably to enjoy the said Messuage and Tenement, Edifices and Buildings &c. and all other the Premisses, and all and singular their Appurtenances, unto him the said *T. C.* and his Assigns, for and during all the term of the natural life and lives of him the said *T. C.* *H. C.* Brother of the said *T.* and *R. A.* of &c. Yeo. and for and during all the term of the natural life and lives of them longest

longest living, yielding &c. unto the said *R. S.* his Heirs and Assigns the ancient yearly Rent of 27 s. 4 d. of &c. at the Feast day of &c. by equal portions, with the suits, services, boons, averages, and duties due, and of Right heretofore accustomed to be yielded, payed, or done, for the said Messuage, Tenement, and Premisses, with divers Appurtenances, as in and by the said recited Indenture of Lease, Relation &c. Now this Inventure further witnesseth, That the said *T.C.* for and in consideration of a Marriage already had and solemnized between him the said *T.C.* and *E.* now wife of the said *T.* and of the Sum of 60 l. of &c. paid and given in marriage unto the said *T.C.* with her the said *E.* and also for the better livelihood and stay of living, to and for the said *E.* if she fortune to survive and out-live him the said *T.C.* as also for and to the end, that the said Messuage, Tenement, and Premisses, with the Appurtenances, may be used, occupied, and imployed, during the term hereafter specified, according to such and the same Limitations, Trusts, Provisoes, and Uses, as hereafter in and by these Presents are mentioned &c. and to and for no other Use or Uses, Trusts, Limitations, or Provisoes whatsoever, in any wise, hath granted, assigned, and set over, and by these Presents doth grant &c. unto the said *W. B.* and *H. C.* their Executors, Administrators, and Assigns, all the said Messuage or Tenement, Edifices, &c. and Hereditaments thereunto belonging, with the Appurtenances whatsoever, together with the said recited Indenture of Lease, and all the Estate, Right, Title, and Interest of him the said *T.C.* of, in, and to the said Premisses, and of, in, and to every or any part or parcel thereof, To have, &c. the said Messuage and Tenement, and all and singular other the above recited Premisses, with the Appurtenances, to the said *W.B.* and *H.C.* and their Executors, Administrators, and Assigns, from &c. for and during all the term of 99. years then next &c. fully to be &c. (if the term mentioned in the said recited Indenture of Lease so long &c. to stand and be possessed thereof, to and for such and the same limitations &c. as hereafter in and by these presents are mentioned &c. and to and for none other limitation whatsoever in any wise; (That is to say) upon special Trust and Confidence nevertheless that the said *W.B.* and *T.C.* their Executors, &c. shall and will permit and suffer the said *T.C.* and his Assigns to have &c. and peaceably to enjoy the said Messuage or Tenement, and Premisses, with the Appurtenances, from &c. for and during so many years of the said term of 99. years as shall expire and run up in the life-time of the said *T.C.* he the said *T.C.* and his Assigns, paying and discharging all the Rents, Duties, and Services due and payable for the same; and that immediatly after the Death and Decease of the said *T.C.* the said *W.B.* and *H.C.* the Executors, Administrators, and Assigns, shall and will permit and suffer the said *E.* now wife of the said *T.C.* and her Assigns, to have &c. the moyety and one half part of the said Messuage or Tenement, and all and singular other the Premisses, with the Appurtenances, from thenceforth during so many years &c. if she the said *E.* shall keep her self sole, chaste, and unmarried, and of honest Conversation of her body, and also if the term &c. *ut supra*; but if she shall happen either to marry or miscarry, then after marriage or miscarriage (whether shall

ſhall happen, the ſaid *W. B.* and *H. C.* their Executors, &c. ſhall and will permit &c. the ſaid *E.* and her Aſſigns, to have the ſaid Meſſuage &c. thenceforth during *Ut ſupra*, if the original Leaſe &c. for and in lieu, contentation, and full ſatisfaction of her right, title of Joynture; ſhe the ſaid *E.* and her Aſſigns paying and diſcharging the moyety or one half part of the Rents, Duties, and Services, due and payable for the ſame, during ſuch time as ſhe ſhall keep her ſelf ſole, &c. and, after Marriage or miſcarriage, a full 3d. part of the ſaid Rents, &c. from year to year during &c. and that immediatly after the deceaſe of the ſaid *T. C.* the ſaid *W. B.* &c. their &c. ſhall and will receive, perceive, and take the Rents, Iſſues, and Profits as well of the other moyety or half of the ſaid Meſſuage &c. untill the ſaid *E.* ſhall happen to marry or miſcarry; as alſo 2. parts thereof after ſuch marriage or miſcarriage, and the ſame ſhall and will convert, imploy, and beſtow to and for the perſonal ſuſtainance, Education, and bringing up of the Children of the ſaid *T.* to be begotten on the body of the ſaid *E.* reſpectively, untill the eldeſt of his ſons, and for default of ſuch Iſſue, the eldeſt of his Daughters, ſhall acompliſh his or her age of 21 years, and immediatly after ſuch Son, and for default of ſuch Iſſue, ſuch Daughter ſhall have accompliſhed the age aforeſaid, the ſaid *W. B.* other &c. ſhall and will permit and ſuffer ſuch Son or ſuch Daughter, and their Aſſigns, to have &c. as well 2. parts of the ſaid Meſſuage &c. in the caſe aforeſaid, or elſe the moyety thereof, as alſo the whole Meſſuage from and after the deceaſe of the ſaid *E.* for and during the reſt and reſidue of the ſaid term, &c. then to come and unexpired fully to be compleat &c. if the term in the &c. for and under the Rents &c. due for the ſame; and if it happen the ſaid *T.* to dye &c. without iſſue of his body lawfully begotten, that then the Feoffees ſhall permit &c. *R. S.* the Son and his Aſſigns, and the Iſſue of his body lawfully to be begotten, to have, &c. the ſaid Meſſuage &c. from thenceforth, for and during the reſt, *Ut ſupra*, fully &c. if the term &c. in ſuch ſort, manner and form, as the Iſſue of the ſaid *T. C.* ſhould or might have had, held, or enjoyed the ſame, as above is mentioned and limited, and to and for none other limitation, &c. or uſe whatſoever in any wiſe. In witneſs &c.

An Indenture where a Debt is made in one man's name, and yet 2. mens money.

This Indenture made, &c. Witneſſeth, That whereas *R. S.* by one Recognizance made according &c. with a Condition thereupon made, expreſſed in a pair of Indentures of Defeaſances, bearing the date of the ſame Recognizance wherein the ſaid *A. B.* hath Covenanted; That then &c. Or elſe &c. Of the which Sum of 500 l. the ſaid *A. B.* doth by theſe preſents acknowledg and confeſs, That the Sum of 250 l. parcel thereof, is the proper Debt and Money of the ſaid *C. D.* and was and is made payable with the reſt of the whole Debt, wholly to the ſaid *A. B.* upon Truſt and Confidence in him repoſed and put, by the ſaid *C. D.* for and touching his ſaid part thereof; and the reſt thereof belongeth to the ſaid *A. B.* Therefore and in conſideration

whereof,

whereof, the ſaid *A.B.* for him &c. That he the ſaid *A.B.* his Executors, Adminiſtrators, or Aſſigns, at the ſaid &c. day of &c. if the ſaid Sum of 500 l. ſhall be paid to him or them, according as is limited in the ſaid Indenture of Defeaſance, ſhall then well and truly pay, &c. the ſaid Sum of 250 l. parcel thereof. And if Default of payment thereof ſhall be then had or made, in part or in all, that then, or at any time after, the ſaid *A.B.* his Executors, Adminiſtrators, or Aſſigns, ſhall not give any longer day or reſpite of payment of the ſaid Sum of 500 l. or any part thereof, without the Conſent of the ſaid *C.D.* his Executors, Adminiſtrators, or Aſſigns; But ſhall with effect ſue for and recover the ſaid Penalties of as ſoon, and with as much ſpeed, as he or they lawfully and reaſonably may do, by vertue of the ſaid Recognizance, at the Coſts and Charges of both the ſaid parties to theſe Preſents, their Executors or Aſſigns, according to the Rate of their ſeveral portions of the Debt aforeſaid. And that the ſaid *C.D.* his Executors, Adminiſtrators, or Aſſigns, ſhall and may quietly have, receive, take, and enjoy to his and their own proper uſe all ſuch and ſo much of the ſaid penalties of or of ſuch other recompence, as in that behalf ſhall be recovered or gotten as to the ſaid *C.D.* ought to belong of the Debt and penalties aforeſaid, according to the Rate of his ſaid portion of the ſaid Debt: That is to ſay, part and portion like of the ſame, which the ſaid *A.B.* his Executors and Aſſigns, according to the Rate of his ſaid portion in like ſort, ſtate, and condition in all points and things as the ſaid *A.B.* his Executors or Adminiſtrators ſhall or may have or enjoy the reſidue thereof, without Lett, Claim, Hindrance, Denial, Releaſe, or Diſcharge, of or by the ſaid *A.B.* his Executors, Adminiſtrators, or Aſſigns, or any of them, and without any Account or other thing thereof or therefore, to him or them, in any wiſe to be made, Yielded, or Given. In witneſſe, &c.

A Declaration of a Truſt in a Leaſe.

THis Indenture Witneſſeth, and it is hereby Teſtified and Declared, That the ſaid ſeveral Aſſignments and Grants before mentioned, are made to the ſaid *J.L.* upon ſpecial Truſt and Confidence, to the uſes, intents, and purpoſes hereafter mentioned; That is to ſay, That the ſaid *J.L.* his Heirs, Executors, Adminiſtrators, and Aſſigns, ſhall and will permit and ſuffer the ſaid *E.F.* his Heirs and Aſſigns, for and during the Term of his natural life, to have, receive, perceive, and take the Rents, Iſſues, and Profits of all and ſingular the ſaid Lands, Tenements, Hereditaments, and Premiſſes; And from and after his deceaſe, ſhall permit and ſuffer Dame *J.F.* wife to the ſaid *E.F.* to receive, perceive, and take the Rents, *ut ſupra* &c. during the Term of her natural life: And after their deceaſes, that the ſaid *J.L.* during his natural Life, ſhall have, receive, *ut ſupra*, &c. And after his deceaſe, the Heirs, Executors, Adminiſtrators, and Aſſigns of the ſaid *J.L.* ſhall ſtand and be ſeiſed, and poſſeſſed in Truſt for *R.L.* eldeſt ſon of the ſaid *J.L.* and the Heirs males of his body to be begotten. And in caſe the ſaid *R.L.* ſhall dye without Iſſue male, in Truſt for *T.L.* 2d. ſon of the ſaid *J.L.* and the heirs males of his body lawfully to be

begotten; And in caſe the ſaid *T.L.* ſhall dye without Iſſue male, in truſt for *M.L.* 3d. Son of the ſaid *J.L.* and the Heirs males of his body lawfully to be begotten: And in caſe *M.L.* ſhall dye without Iſſue male, then to the Heirs, Executors, or Adminiſtrators of the ſaid *J. L.* the Father Reſpectively, and their Aſſigns for ever. And upon further Truſt and Confidence, That in caſe the ſaid *E.F.* or any other the parties to whom the ſaid Premiſſes are Limited in Truſt as aforeſaid, ſhall have and deſire, or be minded to renew all or any of the ſaid Leaſes, Then the ſaid *J. L.* his Heirs, Executors, and Adminiſtrators, according to their reſpective Intereſts, ſhall and will, upon Requeſt in that behalf to be made, and at the Coſts and Charges of her, him, or them ſo deſiring the ſame, ſurrender all or any of the ſaid Leaſes and Premiſſes hereby reſpectively Demiſed, and all his or their Eſtates or Intereſts therein, ſo as ſuch of the ſaid Leaſes ſo to be Renewed, ſhall be aſſigned and ſet over unto ſuch perſon or perſons as ſhe or they that ſhall procure the ſame, ſhall nominate and appoint upon ſuch Truſt and Confidence, and to ſuch intents and purpoſes as is herein before declared, Limited, and appointed; And upon further Truſt and Confidence, That the ſaid *J.L.* his Heirs, Executors, and Adminiſtrators, ſhall from time to time, according to their reſpective Eſtates, Grant and make out to any perſon or perſons, all and every ſuch Leaſe and Leaſes of the ſaid Premiſſes, or any part thereof, as any of the parties who ſhall have the preſent benefit and profit of the ſaid Premiſſes ſhall require; And which he the ſaid *J.L.* his Heirs, Executors, or Adminiſtrators may lawfully do, according to the purport, intent, and true meaning of theſe Preſents, ſo as upon the ſaid Leaſe and Leaſes, ſo to be made as aforeſaid, there be reſerved the accuſtomed Rent, and ſo as the ſaid Leaſe and Leaſes ſo to be made as aboveſaid, do not exceed the number of 21 years. Provided alwayes nevertheleſs, and upon Condition, That if the ſaid *E.F.* ſhall at any time hereafter during the term of his natural life, be minded and reſolved to revoke and fruſtrate and make void this preſent Grant, Bargain and Sale, and ſhall for that intent and purpoſe pay, or tender, or cauſe to be paid or tendred unto the ſaid *J. L.* his Heirs, Executors, or Aſſigns, or any of them, or to any other perſon or perſons, to his or their uſe, the Sum of 10*s.* of lawful money of *England*, with intent to make void the ſame; That then, and immediately from and after ſuch payment, or tender, had or made, this Preſent Grant, Bargain, and Sale, ſhall be utterly void, fruſtrate, and of none effect, to all intents, conſtructions, and purpoſes whatſoever, any thing in theſe preſents contained to the contrary thereof in any wiſe notwithſtanding. In Witneſſe, &c.

USES.

USES.

An Indenture to declare the use of a Fine and Recovery levied and suffered.

THis Indenture made &c. Between *A. M.* &c. *J. B.* and *G. B.* of the one part, and *R. C.* &c. of the other part; Whereas the said *A. M.* being seised in his Demesne as of Fee, of and in certain Messuages, Lands, Tenements, and Hereditaments, with the Appurtenances, scituate, lying, and being in *W.* in the County of *C.* And it having been agreed between the said *A. M.* and the said *R. C.* that for valuable consideration of money to the said *A.* to be paid by the said *R. C.* should convey the said Lands and Premisses unto the said *R. C.* and his heirs, in such manner as the Councel learned of the said *R. C.* should advise or require. And whereas by advice of the Councel Learned of the said *R. C.* in *E.* Term last past, before the date hereof, in the Court of *Common-Pleas* at *W.* did commence, prosecute, and bring one Writ of *Entry, Sur disseisin en le post*, against the said *R. C.* demanding thereby one Messuage 2. Gardens, &c. with the Appurtenances in *W.* aforesaid; unto which Writ the said *R.* did appear, and did vouch to Warranty the said *A. M.* who being then present in Court, the said Voucher in her proper person vouched over one Voucher, whereby a good and perfect common Recovery of the said Premisses, with double Voucher, according to the form of common Recoveries, in such case used, was in due form of Law suffered and executed. And whereas the said *A.* in *E.* Term aforesaid, by advice of councel of the said *R. C.* did levy and acknowledge in due form of Law, before his Majesties Justices of his Highness said Court of Common Pleas, unto the said *R. C.* and his Heirs, one *Fine, Sur conusance de droit Come ceo, &c.* with Proclamation thereupon had, according to the form of the Statute in that behalf made and provided, of, for, and concerning the said Premises, and the manner of one Messuage, one Garden, &c. in and by the said Fine and Recovery, and relation being thereunto had, more fully and at large appeareth. Now this Indenture witnesseth, That the said *J. B.* and *G. B.* and *A. M.* and every of them, for themselves, their Heirs, Executors, Administrators, and Assigns, and for every of them, do covenant, promise, grant, declare, and agree, to and with the said *R. C.* his Heirs and Assigns, and to and with every of them by these

presents, that the said recited Fine and Recovery, and the Recoveror and Recoverors therein named, and their Heirs and Assigns, and the Heirs of the Survivor of them, and all other person and persons, which now are, or shall be seized of the said recited Premisses, and every part and parcel thereof, shall thereof stand and be seized, to and for the onely use and behoof of the said *R.C.* his Heirs and Assigns for ever, and to and for no other use, intent, or purpose whatsoever; In witness, &c.

The Uses of a Fine and Recovery levied and suffered.

This Indenture made &c. And whereas the said *I. S.* in *M.* Term last, did levy and acknowledge a Fine in the Court of Common Pleas at *W.* unto *I. G.* of all the said Messuages, Lands, Tenements, and Hereditaments before mentioned, to the intent and purpose, that the said *I. G.* might become Tenant of the Free-hold of the said Messuages, Lands, and Premisses, to the end, that a Writ of *Entry* in the *Post*, might be brought and prosecuted against him, that a common Recovery might be had of all and singular the said Messuages, Lands, Tenements, and Hereditaments, according to the course of common Recoveries, used and accustomed; And whereupon a Writ of *Entry* was duly sued out and prosecuted against the said *I. G.* and thereupon a common Recovery was also had and duly executed. Now it is agreed by, and between all the said parties, and it is hereby declared, that the said Fine was so had and levyed, and intended to be, to the onely use of the said *I. G.* and his Heirs; to the intent, that he might become Tenant of the Free-hold of the said Lands and Premisses, untill the said Recovery was so had and executed. And that after the said Recovery was so had and executed, the said Fine and Recovery, and the Conuzees and Recoverors, in or by the same was meant and intended to be, and shall be, to the onely use, benefit, and behoof of the said *I. S.* his Heirs and Assigns, to the intent, that all former Entails, and every Reversion and Reversions, being barred thereby, the said *I. S.* might thereby become seized of an absolute and perfect Estate in Fee-simple, for the better serling the said Messuages and Premisses, to the uses herein before mentioned, and to none other use, intent or purpose whatsoever.

An Indenture to declare the use of a Fine levyed.

This Indenture *Tripartite*, made &c. Between *R.F.* sometime of &c. and *I.* his Wife of the first part, *I.W.* of &c. and *A.* his Wife of the second part, and *A.M.* of &c. and *T. S.* of &c. of the third part: Whereas they the said *R.F.* and *I.* his Wife, and *I.W.* and *A.* his Wife, having in the term of &c. last past, knowledged a Fine in due form of Law, of all those 2. Messuages or Tenements called &c. with the Appurtenances, and of 4. Cottages, and one Curtillage, with the Appurtenances, in the Parishes of &c. to the said *A. M.* and

and *T. S.* and to the Heirs of the ſaid *A.* for ever, which ſaid Premiſſes, were late the Lands, Tenements, and Hereditaments of *E. M.* late of &c. deceaſed, and at the levying of the ſaid Fine, were the Inheritance of the ſaid *I. P.* party to theſe preſents, Sitter of the ſaid *E. M.* Now this Indenture witneſſeth, that the true intent and meaning of the ſaid Fine, and of all the parties thereto, and of theſe preſents, was, and is, and it is by theſe preſents, and by all the parties thereunto declared, that the ſaid Fine, and all effects thereof, ſhall be, and enure, and ſhall be conſtrued and taken to be and enure, to the only uſes, behoofs, intents, and purpoſes hereafter mentioned, (*that is to ſay*) to the uſe and behoof of them the ſaid *I. W.* and *A.* his Wife their, and either of their Aſſigns, for and during the natural life of the ſaid *A.* and from and after the deceaſe of the ſaid *A.* then to the uſe and behoof of the ſaid *R. P.* and *I.* his Wife, their Heirs and Aſſigns for ever, and to no other uſe or uſes, intents or purpoſes, any matter or thing in the ſaid Fine contained, to the contrary thereof notwithſtanding: In witneſs, &c.

To declare the Uſe of a Fine levyed.

And whereas the ſaid *T. F.* and *M.* his Wife, have laſt *E.* Term, levyed a Fine to the ſaid *F. T.* and *H. H.* as well of all and ſingular the ſaid Meſſuages, Lands, Tenements, and Hereditaments, by the ſaid Indenture, bearing date &c. mentioned to be bargained and ſold to the ſaid *H. H.* and his Heirs; as alſo of all and ſingular the ſaid Meſſuages, Lands, Tenements and Hereditaments, by the ſaid Indenture, bearing date &c. mentioned to be bargained and ſold, to the ſaid *F. T. M. P.* and *T. T.* their Heirs and Aſſigns; and alſo of 2. other Tenements or Cottages, Orchards, Gardens, and Backſides, with the Appurtenances thereunto belonging, and therewith uſed, occupyed, or enjoyed, now or late in the Tenure, Poſſeſſion, or Occupation of *E. M.* and *Jo. M.* near adjoyning to the ſaid Capital Meſſuage, or Manſion-houſe. Now theſe preſents do witneſs and declare, that the true intent and meaning of the levying of the ſaid Fine, at the time of the levying thereof, was, and ſo is to be taken, to be to the uſes, intents, and purpoſes following, as for and concerning the ſaid Meſſuages, Lands, Tenements and Hereditaments, mentioned to be granted, bargained, and ſold to the ſaid *H. H.* and his Heirs, by the ſaid Indenture, bearing date &c. To the uſe of &c.

Uſes.

This Indenture, &c. Between *A. R.* of the one part, and *R. G.* Cir. &c. and *T. G.* &c. of the other part, Witneſſeth; That the ſaid *A. R.* for divers conſiderations him moving, doth by theſe preſents covenant, grant, conſtitute, condeſcend, and agree, to and with the ſaid *R.* and *T.* That the ſaid *A.* ſhall and will in this preſent Term of St. *M.* knowledge and levy unto the ſaid

T. and *R.* one Fine with Proclamations and Cognizances of Right, as that which the ſaid *R.* and *T.* had of the Gift of the ſaid *A.* of the Mannor &c. 53 Meſſuages, 26 Cottages, 12 Tofts, 800 Acres of Land, 400 Acres of Meadow, 1000 Acres of Paſture, 100 Acres of Wood, and 20 s. Rent, with their Appurtenances, in &c. in the ſaid County of *S.* and of all other the Lands, Tenements, Rents, Titles, Services, and other Hereditaments of the ſaid *A.* ſet, lying, and being in the ſaid County of *S.* And the ſaid Fine ſo to be levyed, and the Mannors, Lands, Tenements, and Hereditaments in the ſaid Fine expreſſed, ſhall be to the uſe of the ſaid *A. R.* hereafter expreſſed, and to the uſe and intent that the ſaid *A. R.* ſhall or may at any time hereafter, during the life of the ſaid *A.* make Leaſes for term of 21 years, of all and ſingular the Premiſſes, with their Appurtenances, or of any part thereof, ſhall remain and come after the death of the ſaid *A.* according to the quantity, portion, or part of the ſaid Lands, Tenements, and Hereditaments that ſo ſhall remain or come to every ſuch perſon, and after ſuch Leaſe or Leaſes ſo made, the ſaid *R.* and *T.* and either of them, and all other perſon and perſons, claiming by, from, or under them, or any of them, ſhall ſtand, and be of the Premiſſes ſeiſed to the uſe of ſuch Leaſes, during their ſeveral Terms, and no longer. Provided alwayes, that if the ſaid Leaſes, or any of them, ſhall not content and pay the ſaid Rents, and every part thereof, within 15 dayes, the dayes of payment thereof, that then and from thenceforth, the Uſes limited by theſe preſents unto the ſaid Leaſes, ſhall be utterly void, ceaſe, and determine; And that then and from thenceforth, the ſaid *R.* and *T.* and all other perſons claiming from, by, or under the ſaid *R.* and *T.* or the ſaid *A.* ſhall ſtand and be of the Premiſſes ſeiſed to other the Uſes in theſe Premiſſes limited, as if no ſuch Leaſe had been had or made, any thing to the contrary notwithſtanding. And if it fortune *M.* now Wife of the ſaid *A.* to deceaſe and dye, during the life of the ſaid *A.* then the ſaid parties do further grant, covenant, conclude, and agree, the one with the other: That the ſaid *R.* and *T.* ſhall ſtand and be ſeized to the uſe of ſuch perſon, as the ſaid *A.* ſhall take to Wife, in ſuch manner and form, and of ſo much of the Premiſſes as the ſaid *A.* ſhall by his Deed made, to or with any perſon, limit, declare, and appoint to ſuch perſon as the ſaid *A.* ſhall take to Wife. And it is further Covenanted and granted between the ſaid parties, That if the ſaid *A.* fortune to deceaſe, leaving the ſaid *M.* now Wife of the ſaid *A.* that the ſaid *R.* and *T.* and all other claiming by, from, or under them, ſhall ſtand and be ſeized of the Moyety, and half part of the ſaid Mannors, Lands, Tenements, and Hereditaments, as ſhall be expreſſed and nominated in the ſaid Fine, to the uſe of the ſaid *M.* for term of her natural life. And it is further Covenanted, granted, concluded, condeſcended, and agreed between the ſaid parties, that the ſaid Fine ſo to be levied, during the life of the ſaid *A.* ſhall be to the uſe of the ſaid *A.* for term of his natural life, and after the deceaſe of the ſaid *A. R.* the ſaid Fine to be levyed of the ſaid Mannors, Lands, Tenements, and Hereditaments, and of all other the Premiſſes, with their Appurtenances, ſhall be to the uſe of the ſaid *R. R.* Son of the ſaid *A.* and *M.* Wife of the ſaid *A.* and of the Heirs Males of his Body lawfully begotten, (ſaving and alwayes reſerved) the Intereſt and Eſtail of the ſaid *M.* and other

the

the Uſes of the ſaid *A.* by theſe preſents limited and appointed; as alſo the Intereſt and Eſtail of ſuch Tenant and Tenants for term of years, as the ſaid *A.* ſhall make, and according to the true meaning and intent of theſe preſents, as is aforeſaid. And if the ſaid *R. R.* dye without Iſſue of his Body lawfully begotten, then the ſaid Fine ſo to be levied, ſhall be to the uſe of other the Heirs Males of the Body of the ſaid *A.* and to the Heirs of their Bodies lawfully begotten; and for default of ſuch Iſſue Males, then to the uſe of the Heirs Females of the Body of the ſaid *A.* and the Heirs of their Bodies lawfully begotten; and for default of ſuch Iſſue, then to the uſe of *T. W.* and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, then to the uſe of *J. W.* of *H.* in the County of *N.* Eſq: and Brother of the ſaid *T. W.* and to the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, then to the Right Honourable *A. B.* Earl &c. and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, then to the Right Honourable *C. D.* Earl &c. and the Heirs of his Body lawfully begotten; and for default of ſuch Iſſue, then to the uſe of *R. H.* Son of Sir *O. H.* Knight, and the Heirs males of his Body lawfully begotten; and for default of ſuch Iſſue, then to the uſe of *E. T.* Son of *T. T.* of &c. and to the Heirs of his Body lawfully begotten; and for default &c. then to the uſe of our Soveraign Lord King *James* of *England*, &c. King, and to his Heirs and Succeſſors for ever. Provided always, That if our Soveraign Lord the Kings Majeſty, or any of his Succeſſors, ſhall bargain, ſell, give, grant, or aſſign the ſaid Remainder, Eſtate, and Intereſt of and in the Premiſes, or any part or parcel thereof, otherwiſe then for term of life or in tail, to any other then to the Right Honourable the Earl &c. or his Heirs, that then the uſe by theſe preſents limited unto his ſaid Majeſty, his Heirs or Succeſſors, ſhall ceaſe and determine, any thing to the contrary notwithſtanding. Nevertheleſs, the Premiſes, notwithſtanding it is Covenanted, granted, concluded, and agreed between the ſaid parties, that the next day after any Grant or Grants, that hereafter ſhall be made of the Premiſſes, or any part or parcel thereof, by our ſaid Soveraign Lord the Kings Majeſty, his Heirs or Succeſſors, contrary to the true meaning and intent of theſe preſents, the Rent of the ſaid Premiſes, and the Lands in the ſaid Fine contained, and every part and parcel thereof, the ſaid before limited Eſtates ſhall be again the next day after ſuch Grant, to the uſe of the ſaid Soveraign Lord the Kings Majeſty, his Heirs or Succeſſors as aforeſaid, or to the uſe of ſuch his Majeſties Succeſſors, as ſhall make any Grant, contrary to the true meaning of theſe preſents. And if our ſaid Soveraign Lord, his Heirs or Succeſſors, after the ſaid new veſting of the ſaid Eſtate, ſhall make any Grant or Conveyances of the Remainder of the ſaid Premiſes ſo to his ſaid Majeſty, his Heirs and Succeſſors limited, or of any part or parcel thereof, then alſo the ſaid new Eſtate, and laſt Will of the Remainder of the ſaid Premiſes, ſhall be again to the uſe of our ſaid Soveraign Lord the Kings Majeſty, or of ſuch his Majeſties Heirs and Succeſſors, and their Heirs, as ſhall make any ſuch Grant in Fee-ſimple of the ſaid Premiſſes, or of any part or parcel thereof, by our ſaid Soveraign Lord, his Heirs or Succeſſors, having any Eſtate, Right, or Title, by force of the limitation of theſe preſents, the uſe limited to our ſaid Soveraign Lord,

Lord, and the Estate that his said Majesty, his Heirs and Successors, shall have by reason of such use, at the time of any such Grant, shall cease, determine, and be void, and that the next day after such determination of such Use or Estate, by reason of such Grant or Grants by our said Sovereign Lord, his Heirs or Successors, the use of the said Premisses, shall be again to our said Sovereign Lord, his Heirs and Successors. Provided always, and it is meant, granted, concluded, and declared between the said parties by these presents, the Premises, or any thing therein contained, to the contrary notwithstanding. That if the said A. R. shall at any time hereafter make or convey any Estate or Estates in Fee-simple, or in Fee-tail, and shall limit and declare any Use or Uses, in or upon the said Grants and Conveyances, other then is already contained, limited, and declared in these presents: That then in and upon every such Grant, Conveyance, and Assurance, the said Bar shall be to such Uses, as the said A. shall thereupon limit and appoint. In Witnesse, &c.

WILLS.

WILLS.

A Citizens Will with Deviſe of Lands.

IN the Name of God, Amen; the 14th Day of &c. I *R. C.* Cit. and S. of *L.* although ſick in body, yet of good, perfect, and ſound memory, praiſed be Almighty God therefore, do make and ordain this my preſent Will and Teſtament, containing therein my laſt Will, in manner and form following, that is to ſay: First, I commend my ſelf and all my whole Eſtate to the Mercy and Protection of Almighty God, being fully perſwaded by his Holy Spirit, through the Death and Paſſion of Jeſus Chriſt, to obtain full pardon and remiſſion of all my ſins, and to inherit everlaſting life, to which the Holy Trinity, one Eternal Deity be all Honour and Glory for ever, *Amen.* And I will and ordain, That all ſuch Debts as I ſhall happen to owe at my Deceaſe, ſhall be truly paid as they ſhall grow due; and that the Funerals of my body be only ſuch as ſhall beſeem a Chriſtian, after the diſcretion of my loving Wife and Overſeers, and my ſaid Debts which I then ſhall owe, being defalked, and my Funeral Charges deducted I will that the reſidue of all and ſingular my Goods, Chattels, Plate, Jewels, Wares, Merchandizes, and Debts to me owing, and ready money, ſhall be limited and reckoned in 3 equal parts, according to the Cuſtome of the City of *L.* one full 3d equal part, whereof I give and bequeath unto *J.* my ſaid loving Wife, in full Recompence, Contentation, and Satisfaction, of and for all ſuch part and portion, as ſhe by the ſaid Cuſtome or otherwiſe ought to have, or can or may claim to have, of all my ſaid Goods, Chattels, Debts, ready Money, and other the Premiſſes whatſoever, and one other full equal 3 part thereof, I give and bequeath to and amongſt my 5 Children, *that is to ſay, K. J. S. A.* and *E.* to and amongſt them, part and part-like to be divided, and to be paid and delivered to my Sons ſeverally, their parts thereof, as they ſeverally ſhall accompliſh the Age of 21. years, and to my Daughters their parts thereof, as they ſhall ſeverally come to the ſaid Age, or ſhall be marryed, whether of the ſame ſhall firſt happen. And I will, That if any of my Sons do deceaſe before the Age of 21 years, and that if any of my Daughters do deceaſe before the ſame Age, and before their Marriage, that then, in ſuch caſe, the portion of every of them ſo deceaſing, ſhall remain and be to the Survivors and Survivor of them, part and part-like to them to be divided.

Burial.

Debts paid.

Diviſion of the goods into three equal parts after the Cuſtome of London, viz.

1. *One to the wife.*
2. *The other to the Children.*
3. *For the performance of the will.*

In caſe any deceaſe, the other to have the Deceaſees part amongſt them.

Provided

If he have more Children, then they to partake ratably of the said third part.

Provided always, And I do will, provide, and ordain by these presents, That if hereafter I shall fortune to have any more Child or Children then above-named, then every such Child or Children shall have like ratable part and portion of and in all my said Goods, Chattels, Debts, ready Money, and all other the Premisses, with those my Children before named, as if they expresly amongst them had been named by name, to have been equal partakers thereof. Any thing whatsoever to the contrary notwithstanding. And the other full 3d part and residue of all my said Goods, I do will and appoint to and for the performance of this my present Testament.

A third part for Legacies.

And first I give thereof to &c. *Item*, I give and bequeath, &c. *Item*, I give, &c. *Item*, I give and bequeath to my Servant *R. H.* and *R. A.* to every of them 20 *l.* a piece, to the intent and upon Condition, That they and either of them shall diligently and faithfully help and assist to the gathering in of my Debts, by the space of one whole year next after my Decease, and longer as need shall require.

Gift to the wife of wearing Apparel. &c.

Item, I will that my Wife shall have all her wearing Apparel for her body, as well Woollen as Linnen, and all her Linnen for Children, and all such Rings and Bracelets as she hath.

Legacy to the wife, in full recompence of her Dower. Condition, that if she claim not a Release for her Dower to the Overseers of the will, then her Legacy to be void.

Item, I give and bequeath to my said Wife, for and in full Recompence of all her Dower, Right, Title, and Interest, and other Demand whatsoever, which she may have or make to all or any part of my Lands, Tenements, and Hereditaments, or to any Rents or profits thereof, or of any part thereof, the Sum of 200 *l.* of &c. Provided always, and my Will is, That if my said Wife in her pure Widow-hood being, do not make and deliver such lawful Release and Releases, if need be, within the space of 3 moneths next after my Decease, to the hands of my Overseers herein after named, for and to the use of my Children, according unto their several Estate in my Lands hereafter, as appear in these Presents, as that thereby all the Estate, Right, Title, Interest, and Demand of my said Wife to my said Lands, Tenements, and Hereditaments aforesaid, and all profits thereof, shall be annihilated and determined, saving onely to her such Interest as I shall give her by these Presents, that then my said Legacy of 200 *l.* by me to my said Wife above given, shall be utterly void, and shall not in any case be demandable or payable before such Releases as aforesaid, shall be by her delivered, any thing abovesaid to the contrary notwithstanding.

Legacy of the rest of the goods and debts to the Children.

Item, I give to *A. B.* a black Gown, &c. *Item*, &c. I will there be not spent in my Funerals above the Sum of 200 *l.* The residue of all and singular my Goods, Chattels, Debts, and ready Money, remaining after this my present Testament performed and fulfilled; I give and bequeath to and amongst my 3 Sons *R. J. S.* and such other Son and Sons, as I may fortune hereafter to have, to and amongst them all part and part-like to be divided. Provided always, That if my Son *R.* when he shall come of full Age do not make such Surrender of my Copy-hold Land, as hereafter I do appoint him to do in and by these Presents, that then he shall lose his part of the residue of my said Goods, &c. and the same wholly to remain to and among his other Brethren.

Item

And I make and ordain my said 3 Sons *R*, *J*. and *S*. my Executors of this my present Testament, and I do appoint Overseers thereof *A.G.* and *W.D.* Ald. *A.C.* Esq. *J.H.* Gro. *R.H.* and *R.P.* Goldsm. of *L.* And I do will and appoint that the said *A.G. W.D.* and *A.C.* shall be Administrators, and have the Administration of my Goods, Chattels, and Debts, to the use of my said 3 Sons, till they, or some of them, shall attain to the Age of 21 years. And I will that my said wife, if she shall so like of it, shall have the Education of my said Children, both Sons and Daughters, during their minority, so far forth as she keep them to Learning, at the discretion of my Overseers.

Constitution of Exec. & Overs. The Overs. to be Administ. of the goods to the use of the Children Exec. till they attain 21 years. The wife to have the education of the children if she will.

And further I do will and appoint, That the said *A.* shall have the use and custody of the portion of my Son *R.C.* during his minority, putting in sufficient Sureties to the Chamberlain of *L.* for the same, according to the antient Custom, and paying yearly thereof 5*l.* upon every 100*l.* of the same portion, to the use of my said Son *R.* whereof I will to be paid and allowed yearly towards his Education, and bringing up 15*l.* and the residue thereof to be paid and allowed to him at his full age of 21 years; or if he dye before, then to be distributed amongst other my Children, as his Childs portion in that case is limited to be.

One to have the custody of the Childrens portions putting in sufficient Sureties to the Chamberlain of L. and pay 5 l. a hundred.

Note, Mr. F. said, That notwithstanding this manner of devising of the custody of an Orphan to a Friend yet the Mayor & Aldermen may (if they will) dispose of the custody of such Orphan; albeit commonly they do not without some good cause of exception, to whom the custody is willed. Note, Mr. F. said, That for every 300 l. of Orphanage portion, the allowance by the custom is 5 l. per ann. for the first 100 l. 5 marks for the 2d 100 l. and 5 nobles for the 3d 100 l. but of later order, 5 l. in the hundred is allowed throughout all the Portions of Orphans.

Item, I will that the said *W.D.* shall have *J.C.* his portion &c. as before, the use of *S.* his portion, bequeathed to *I.H.* in form aforesaid.

Item, I will and appoint that the said *R.H.* shall have the custody and use of the portion of my Daughter *A.* during her minority, or untill her marriage; putting in Sureties, &c. and paying &c. whereof 15*l.* yearly &c. and the residue thereof to be paid and allowed her at her full Age of 21 years, or Day of Marriage, *that is to say*, such of the same times as shall happen first to come, (*E.* her Portion committed to *A. P.* after the form last limited.) And as touching the disposition of my Lands, Tenements, and Hereditaments, I will and devise thereof, and therefore in manner &c.

Devise of Lands

First, I give, grant, devise, and bequeath to *R.C.* my eldest Son, all that my great Messuage, with the Appurtenances, wherein I now dwell, scituate &c. which I late purchased of *G.W.* To have and to hold the said Messuage, with the Appurtenances, to the said *R.* my Son, and the Heirs-male of his body lawfully to be begotten; and for lack of such Issue, the remainder thereof to my Son *J.C.* and the Heirs-male &c. and for lack of such Issue, to my Son *S.* &c. and for lack of such Issue, to the next right Heirs of me the said *R.C.* the Father, for ever.

Entailment of the dwelling-house to the Son.

Item, I give, grant, devise, and bequeath to *J.C.* my Son, all and singular my Lands, Tenements, and Hereditaments in *H.* and *E.* in the County of *H.* or elsewhere in the same County, and all and singular my Lands, Tenements, and Hereditaments, which I purchased of *J.W.* To have and to hold all the same Lands, Tenements, and Hereditaments to the said *J.C.* and the Heirs-male of his

Entailment of other Land.

his body lawfully begotten; and for lack of such Issue, the remainder thereof to &c.

If he in his lifetime surrender not certain Land to the younger Son, then his eldest Son to surrender it after his decease.

And if I in my Life do not surrender to the use of my said Son *J. C.* and his Heirs, such Copy-hold Lands as I have in &c. then I will and appoint, that my Son within 6 Months after he shall come of full age, shall Surrender all the said Copyhold-Lands to the use of his said Brother *J.* and of his Heirs, according to the Custome of the Mannor there, without Fraud or Covin.

All Iron-work, Glass, Wainscoat, &c to remain with the Free-hold of the house.

And I do will, that all Lead-Cisterns, Wainscot, Glass, Iron-work, Doors, Locks, Keys, Hangings, and painted Clothes in my said Messuage in *W.* shall remain and pass with the Free-hold of the same without any value or price to be set thereof.

An appointment of a certain person to have the gathering of Rents, during the Sons minority, and to make him account at his age.

And I will that the said *A. G.* shall have the governance and gathering of all such Rent, as shall be due and payable to my said Son *R.* during his minority, and that my said Friend *W. D.* shall have the governance, &c. as &c. to my Son *J. C.* during his minority, and they thereof to accompt with my said Children at their full Age.

Rings to the Overseers.

Item, I give and bequeath to every one of my said Overseers, one Ring of Gold a piece with the fashion, every of them to be worth 5 Marks, and 10 *l.* to every of them apiece in money, for their pains in the Premisses to be taken, wherein I pray them to deal as becometh faithful Christians, as they will answer therefore before God. In Witnesse whereof hereunto I have subscribed my Name, and set my Seal in the presence of these Witnesses, whose Names are subscribed.

Witnesses, *A. B.* *C. D.* *E. F.*

A Devise depending on an Indenture, to convey Lands and Rent to the use of a Colledge.

TO all to whom, &c. *J. S.* Cit. and M. of *L.* sendeth Greeting in our Lord God everlasting. Whereas our Soveraign Lord, &c. by his Highness Letters Patents, under the Great Seal &c. bearing date, &c. for the consideration and purpose in the same Letters-Patents expressed, hath given and granted to *W. F.* &c. all that yearly Rent, &c. and also by the same Letters-Patents, hath given and granted to the said *W.* his Executors and Assigns, all the Arrearages of the said yearly Rents of &c. from the Feast &c. And one Writing Obligatory of 200 Marks &c. as by the said Letters Patents &c. And whereas also the said *W. F.* in his own right, and to his own use, is lawfully and solely seised of and in one Capitall Messuage &c. (as is recited in a former Indenture.) And whereas also in and by a certain Indenture *Quadri partita*, bearing

bearing date &c. made between &c. It is Covenanted and agreed by and between the ſaid parties, that the ſaid *W. F.* from and againſt him the ſaid *W.* and his Heirs, ſhall grant, convey, and aſſure to me the ſaid *I. G.* and mine Heirs for ever, as well the ſaid Capital Meſſuage &c. as alſo the ſaid yearly Rents &c. and all the Arrerages thereof aforeſaid; and alſo the ſaid Writing Obligatory &c. upon and under ſuch condition as in the ſaid Indenture *Quadripartite* is expreſſed, That is to ſay, That I the ſaid *I. S.* ſhould make and declare my laſt Will in Writing &c. as in the former recited Indenture is expreſſed, as by the ſaid Indenture *Quadri-partite*, amongſt &c. may appear. And whereas the ſaid *W. F.* ſithence by his Deed, bearing date the 13th day of this preſent *J.* in this preſent 12th year of the Raign &c. Hath given granted, conveyed, and aſſured to me the ſaid *I. S.* and mine Heirs for ever, as well the ſaid Meſſuage, with the Appurtenances, as the ſaid yearly Rents, and the Arrerages thereof, together with the Obligation aforeſaid, upon and under condition, and to the intent in the ſaid Indenture *quadri-partite*, expreſſed and ſpecified. Now know ye, That I the ſaid *I. S.* being of perfect mind and memory, and faithfully meaning to keep and perform the Condition aforeſaid, and that all the premiſſes ſhall and may be had and enjoyed for ever, and likewiſe be for ever employed and beſtowed in manner and form aforeſaid (according to the Covenants or Ordinances and Agreements contained in the ſaid Indenture *quadri-partite*) do by theſe preſents declare, and make my laſt Will and Teſtament, of and for the ſaid Meſſuage and Tenement, with the Appurtenances, and of and for the ſaid yearly Rents and Arrerages thereof, and of and for the ſaid Obligation in manner and form following, That is to ſay, I do by this my preſent Will and Teſtament, give, deviſe, Will, and Bequeath the ſaid Meſſuage or Tenement, with the Appurtenances, and the ſaid yearly Rents, and the Arrerages thereof, and the ſaid Obligation, unto the ſaid Maſter and Wardens of the Marchant-Taylors of the Fraternity of St. *I.* in the City of *L.* by whatſoever name they be incorporated, and to their Succeſſors for ever. In witneſs whereof, to this my laſt Will ſo made and declared as aforeſaid, of and for the Premiſſes; I the ſaid *I. S.* have ſet mine Hand and Seal the 30th day of *I.* in the 12th year, *&c.*

A Note touching the Diſpoſition of Lands to a Corporation, as the ſame be not within the Statute of Mort-main.

These are to let you underſtand, That Mr. *R.* is of Opinion, as touching the Execution of *F.* his good zeal and meaning of his gift of the Annuities, and of his houſe in *C.* Street, That the ſame is not to paſſe in ſuch ſort as the Books are already penned, for the ſaid Gifts are within the compaſs of the Statute of *Mortmain*, whereby his honeſt meaning may in ſhort time be deſtroyed, and therefore he thinketh it the ſureſt way that the ſame be done by Will, *viz.* That Mr. *F.* do enfeoffe ſome antient man that is unmarried upon condition, that he ſhall make his laſt Will and Teſtament in Writing, and by the ſame ſhall forthwith will and deviſe the ſaid Houſe unto the Corporation of the

M.

M. and then a pair of Indentures of Covenants to passe between the Colledge and Mr. *F.* on the one part, and the Master and Wardens on the other part. By which Indenture shall be expressed all Mr. *F.* his meaning, to what uses he will have the Profits of the said House to be employed. And the like devise may there be of the Annuities. This is a good sure way, because the Custom of the City doth warrant the same.

A Citizens Will.

IN the Name of God, Amen. The 19th day &c. In the year of our Lord God &c. I *I.G.* &c. being of good and perfect Remembrance; Laud and praise be to the Almighty God, knowing that I am naturally born, and ordained to die, and to passe from this mortal World, and transitory Life, minding to put in order, as well of all and singular my Goods and Chattels, whatsoever I have, and debts whatsoever to me owing; as also to declare how I have bestowed all my Leases which I have of my Lands, Tenements, and Hereditaments, to the intent, there should be no strife for the same, after my decease, do therefore first of all, after thanks given to Almighty God for his great benefits, desire and pray my Children, and all other to be contented with my last Will and Testament, without any trouble, business or vexation of any of them against the other for any of my said Leases, Goods, Chattels and Debts, as they will answer for the same before the Judgment-Seat of God, who is the rewarder of all good persons, and a severe Judge and Revenger of all those that do evill. And to avoid all occasions of charges, I revoke and renounce all former and other Wills and Testaments whatsoever, heretofore by me made by Word, Writing, or otherwise, and make and ordain this to be my very true, last, and onely Will and Testament, for and concerning all my said Goods, Chattels, debts, and every part and parcel thereof, in manner and form following, *That is to say*, First, I commend my Soul to Almighty God, and to his Son Jesus Christ, my Saviour and Redeemer, and to the Holy Ghost, three Persons and one God, most humbly beseeching the most Holy and Blessed Trinity, to have mercy on my Soul, and to pardon and forgive me all my sins and offences, so that I may after this mutable life arise with the Elect, and have the life and fruition of the God-Head, by the Death and Passion of our Saviour Jesus Christ, according to his merciful Promise in that behalf. *And I will*, that my Body be decently buried in the Parish-Church in the which it shall happen to decease, and my Funerals to be ordered by the discretion of my Executors hereunto named.

Item, I Will that my Debts which I shall owe unto any person or persons, at the time of my decease, either by Law or Conscience, be well and truly contented and paid within convenient time. And after my said Debts be discharged, I Will that all my Moveable Goods, Chattels, and Debts to me owing within such convenient time as mine Executors may be divided into 3. equal parts and portions, according to the laudable Custom of the City of *L.* of which I am a Citizen; one equall 3d part and portion whereof, I Will and appoint to and for the performance of this my last Will and Testament;

and

and one other equal 3d part and portion thereof, I give unto *Elizabeth*, my well-beloved Wife; and the other equal 3d part and portion thereof, I give and bequeath to and amongſt *F.T.* and *M.* 3 of my Sons, yet by me not advanced, and to and amongſt *A.K.* and *M.* my 3 Daughters already marryed, and yet not fully advanced; for whereas I have given with every of the ſame my Daughters 200 *l.* a piece in their Marriage, my Will and Mind is, that the ſame ſhall not be taken or deemed to be a full advancement to my ſaid three Daughters, or any of them, but I do will and ordain by theſe Preſents, That firſt my ſaid 3 Sons, *F.T.* and *M.* ſhall have allotted to every of them 200 *l.* a piece out of that 3d part of my ſaid Goods, and other the ſaid Premiſſes, which I have here above given and bequeathed to them, and their ſaid 3 Siſters, and that then the reſidue of the ſaid 3d part ſhall be divided to the ſaid *F. T. M. A. K.* and *M.* part and part like. As for my eldeſt Son *J. G.* he is by me already fully advanced, and I have of him his cleer Acquittance in that behalf. Alſo, my Will and Mind is, That if any of my ſaid Children being yet within age, and not marryed, do dye or deceaſe, before they ſhall accompliſh their ſeveral ages of 21 years, that then the part and portion of him, her, or them, ſo deceaſing, ſhall be equally divided, to and amongſt the other of them my ſaid Children ſurviving, portion and portion like.

Item, I give and bequeath unto my ſaid Daughter *K.* the ſum of 40 *l.* in money; and I give and bequeath unto *E.* and *R.* children of my ſaid Daughter *K.* 10 *l.* in money, That is to ſay, to either of them 5 *l.* to be paid and delivered to them, at their lawful age of 21 years, or days of marriage: And if either of them die before they accompliſh their ſaid age of 21 years, or dayes of marriage, the Survivor to have the others portion of this my Legacy; and if they both deceaſe before they accompliſh their ſaid age or marriage, then I give and bequeath the ſame 10 *l.* to and amongſt the Children of my ſaid Daughter *A.* equally to be divided amongſt them, to be paid and delivered unto them at their lawful ages of 21 years, or dayes of marriage, and if any of them do die before the time limited, then the Survivors or Survivor of them to have and enjoy the ſame.

Item, I give and bequeath to the ſaid *A.* my eldeſt Daughter 46 *l.* 13 *s.* 4 *d.* in money, to be paid unto her within 6 moneths next after my deceaſe.

Item, I give and bequeath unto my ſaid Son *T.G.* the Sum of 40 *l.* of lawfull &c. over and beſides his Childs part aforeſaid. Alſo I give and bequeath unto my Son *M.G.* the Sum of 40 *l.* of like money, over and beſides his Childs part aforeſaid.

Item, I give and bequeath unto my Son *F.G.* 40 *l.* in money, over and beſides his Childs part aforeſaid. Moreover I give and bequeath unto *A.D.* one of the Daughters of &c. late of *L.* Hab. deceaſed, the ſum of 100 *l.* of lawful &c. to be paid unto her at her age of 20 years, or day of marriage, at the diſcretion of mine Executrix.

Alſo, I Will and bequeath &c. Moreover, I give unto *H. C.* my Nephew, the Sum of 6 *l.* 13 *s.* 4 *d.* of &c. Alſo I give &c. *Item*, I give, &c.

Item, I give unto the 2 Hoſpitals in *L.* the one called *Chriſts Hoſpitall*, and the other St. *Thomas Hoſpital* in *Southwark*, to either of them the Sum of 5 *l.*

Item, I give unto the Priſoners of *Newgate*, *Ludgate*, the *Kings-Bench*, and the *Marſhalſey*, to every of them 3 *l.* 6 *s.* 8 *d.* Moreover, I give to the Worſhipful Company of M. in *L.* whereof I am a Fellow, towards a Recreation to be had amongſt them at my Burial the Sum of 6 *l.* 13 *s.* 4 *d.* and a Cup of Silver and Gilt, of the Weight of 40 Ounces, to remain in that Company for ever, and to have graven in the bottom theſe two Letters *J. G.* and a Poſie written in this manner;

When the Drink is out, and the bottom you may ſee,
Remember your Brother J. G.

as a Remembrance of my Fellowſhip amongſt them. Alſo I Will that there be Spice-Bread given to the Livery, according to the Cuſtom, and to the Clark of the Company I give 20 *s.* and to the Beadle thereof 10 *s.* Alſo I give to the poor Almes-men of our Houſe, who be of our Livery, to each man 20 *s.* for their relief. *Item*, I give &c. *Item*, &c. Provided always, and my further will, mind, and intent is, that if at any time hereafter any ſtrife, variance, quarrel, ambiguity, doubt, or ſcruple, ſhall ariſe, happen, or grow, for or concerning this preſent laſt Will and Teſtament, or any Deviſe, Legacy, Bequeſt, or other thing whatſoever contained in the ſame; Then I Will and Ordain, that all and every ſuch ſtrife &c. without any further Suit or Trouble, to be heard, known, examined, tryed, and finally determined by my Friends hereafter named; That is to ſay, The Right Worſhipful Sir *W. C.* Kt. the Maſter of the Rolls, Mr. *R. H.* Eſq; Mr. *T. A.* Hab. and Mr. *R. H.* Merch. And I give to the Maſter of the Rolls for his pains 10 *l.* in money, and to the other 3, to every of them for their pains 6 *l.* 13 *s.* 4 *d.* and Gowns for them and their Wives. And I do charge and command my ſaid Executrix, and others, named in this my laſt Will and Teſtament, to perform, fulfill, and obey, in all things, the Orders and Determinations of my ſaid Friends in the Premiſſes, as they will anſwer to Almighty God to the contrary. And as concerning Gowns of Black to be given unto divers of my Friends and Kinſfolk, I leave unto the diſcretion of my ſaid Wife and Friends. Alſo I will and determine, that there ſhall be given out of the 3d part of my Goods and Chattels, appointed to the performance of this my preſent Teſtament, 12 poor mens Gowns of Manzell Frize, or other Cloath, at my ſaid Friends diſcretion; to the pooreſt of St. *S.* Pariſh, 6. and in St. *A.* Pariſh other 6. And I will that there be made after my Deceaſe 12 Sermons, of wiſe ſober and virtuous Learned men; That is to ſay, Six in St. *S.* Pariſh Church, and 6 in St. *A.* Church, at ſuch times as my Executrix and Friends aforeſaid ſhall think them moſt convenient, and the Preacher to have given to him at every Sermon 6 *s.* 8 *d.* And I will that all the Charges of my Funerals and Burying, ſhall be paid out of the ſaid 3d part of my Goods aſſigned to the performance of this my Teſtament. And as touching the diſpoſition of all my Leaſes and Annuities, whereof I have already made any Conveyance; I will that the ſame, and all and every part and parcel thereof, ſhall remain and be, according to ſuch Covenants, Grants, and

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Conveyances, as is thereof made by me long before the Date of these Presents. And for the residue of all my said Leases and Annuities, if any remain by me not before conveyed, I will that the same be taken and recovered amongst my other Goods and Chattels, the residue of all my Goods, Chattels, and Debts, remaining unbequeathed, after my Debts paid, and my Funerals discharged; and this my last Will and Testament in every thing performed, I wholly give and bequeath the one half thereof to *E.* my well-beloved Wife, and the other half thereof to and amongst all my Children, equally to be divided to them part and part like. And I beseech Almighty God, for his dear Son Jesus Christ sake, to grant to the said *E.* my Wife, of his Grace, to have good consideration of her self, and well and soberly to use it, and the rest, to God's honour, and her own comfort. And I make and ordain the said *E.* my Wife, my sole Executrix of this my last Will and Testament, most heartily beseeching her, that as she hath shewed her self faithful and loving unto me whilest we have lived together, so she will continue a natural Mother towards my Children, and a Friend to my Kindred, according to her Ability, and their Distress, as my trust is in her she will be. And I do make and ordain the said Sir *W. C.* Kt. *H. T. A.* and *R. H.* Overseers of this my present Testament and last Will. Provided always, And I do Will and Ordain by these Presents, that if any of my Children do make any Suit, Trouble, or Demand in Law, of, or for any part of my Goods or Chattels, otherwise then according to the true meaning of this my last Will and Testament, that then every of them so doing, shall clearly lose all such Legacies or other Benefit, as they or any of them might have thereby. And that all my said Children to any of them made, which shall commence any such Suit, Trouble, or Demand, as aforesaid, shall be as clearly void, as if the same had never been to him given or made. In Witness whereof, I the said *J. G.* have subscribed this my last Will and Testament with my own Hand, and thereunto put my Seal. Given the Day and Year first above-written.

Sealed, declared, and delivered up by the said J. G. *in the presence of these Witnesses, whose Names are subscribed,*

Witness, *A. P.* &c.

A Will.

IN the Name of God, Amen: The 8th &c. in the Year of our Lord God, &c. and in the 17th Year of the Raign, &c. I *J. M.* Cit. &c. being in health of body, and of good and perfect memory (thanks be to God) do make this my last Will and Testament, in manner and form following; That is to say, First, I bequeath my Soul and Spirit into the Hands of Almighty God my Heavenly Father, by whom of his meer and onely Grace I trust to be saved and received into Eternal Rest, through the death of my Saviour and Redeemer Jesus Christ, in whose precious Bloud, I set the whole and onely hope of my Salvation; my wretched Body, in hope of a joyful Resurrection, I commit to the Earth to be buryed, with such charges, and in such place, as my dear Wife *M.* shall think good. And touching the distribution of my mortal goods, I dispose of the same as followeth.

First, I will, that all such Debts as I owe shall be truly paid.

Item, I give to my said Wife *M. M.* 100 *l.* of &c. upon condition, that she claim no Title or Interest of Dower or Thirds, of and upon my House and Land in *E.* in the County of *M.* which I have in Fee-simple.

Item &c. *Item* &c. *Item*, To Mr. *J. F.* Minister, I do clearly forgive the Sum &c. of lawful &c. which he oweth unto me.

Item, I give and bequeath to the Company of *F.* of the City of *L.* the Sum of 6 *l.* of &c. in such manner, form, and condition, and to be bestowed as followeth; That is to say, That after my death, the Wardens of the said Company for the time being, whatsoever, or any other in that behalf having sufficient Authority, shall lend it yearly unto 3 such poor men of the said Company, as they shall think to have most need, 40 *s.* a piece, for and during the space of 2 whole years next following, so that the said poor men put in sufficient Sureties for the repaying of the same, at the end of the said 2 years, and then to be asked and required again by the said Wardens or others, having authority for the time being; and forthwith to be delivered to 3 other, in manner and form, and for the term aforesaid. And so I Will the said 6 *l.* to be used from 2 years to 2 years for ever. Provided alwayes, That the said Company shall put in sufficient Sureties unto mine Executors, or any other having right to take any such Bond of them, for the full accomplishing for ever of this my last Will herein, or else this Legacy to be of none effect: The residue of all and singular my Goods and Chattels whatsoever herein not bequeathed, (the Thirds due by Law and Custom unto my said Wife (except the Thirds and Dowry of my said House and Lands in *E.* aforesaid) and also the part and portion unto my Son *J. M.* according to the Custom of the City of *L.* paid and discharged) I wholly give and bequeath unto my other two Children *T. M.* and *S. M.* equally amongst them to be divided.

Item, I Will and Ordain, That the parts and portions of my said Children, and all and every other thing and things to them belonging, shall for their behoof,

hoofs, during their and every of their ſeveral Minorities, remain and be in the hands, cuſtody, and governing of the ſaid *R. M.* to imploy every of the ſame as he ſhall think good for the profit and commodity of my ſaid Children; And that if any of my ſaid Children dye under age, that then the Part, Portion, and Legacies of him or them ſo dying under age, ſhall belong and appertain unto the Survivors, or Survivor of my ſaid Children. And I Will, that my ſaid Children ſhall be trained and brought up in virtuous Learning, or ſuch other honeſt Vocation, as it ſhall pleaſe God to make them apt unto. And I Will that *A. B.* ſhall have the education and cuſtody of my ſaid Son *J. M.* during his Minority: And that *C. D.* ſhall have the education of my ſaid Son *T. M.* during &c. And I Will, that *E. F.* ſhall have the education of my ſaid Son *S. M.* during &c. And that my Executor, out of this my laſt Will and Teſtament, out of the Profits to be gotten by the uſe and occupying of my ſaid Childrens Parts, Portions, and Legacies, ſhall yearly yield, pay, and allow, to every of the ſaid ſeveral perſons, before ſeverally appointed, to have the ſeverall Educations of my ſaid Children, towards their finding and School, 20 Nobles a piece of lawful &c. during ſuch time onely as they ſhall go to School, and no longer: And if the Charges thereof come to more, the ſame to be allowed by my ſaid Executor. Provided allwayes, And my intent, will, and meaning is, That my ſaid Executor, or any other by his Title or Authority, ſhall not ſell or alienate by any means, any part or parcel of my Leaſes, Houſes, or Lands, but ſhall let them remain in ſuch ſort, as they are in at the time of my death, to my Children, and their uſe and behoof, in ſuch manner and form as is aforeſaid. But as for my Houſhold-ſtuff, my Will is, that it ſhall be ſold to the beſt advantage, excepting ſuch parcels of any manner of thing as my Wife ſhall chooſe out for part of her portion, if ſhe like of any thing.

Item, I make and ordain the ſaid *R. M.* to be my full, whole, and onely Executor of this my laſt Will and Teſtament, and my very dear Friends *C. D.* and *E. F.* I make and ordain Overſeers of this my laſt Will and Teſtament; and I give unto every of them, &c. a Piece for their pain, to be taken in the Overſeeing thereof; requiring them, in the name of God, to ſee this my laſt Will and Teſtament performed accordingly: And I do utterly revoke all former Wills and Teſtaments, by me in any wiſe heretofore made or declared. In Witneſs, &c.

WARRANTS.

A Warrant of Attorney, to confeſs a Judgment in the Kings-Bench.

To Mr. A. K. *or any other Attorney in the* Kings-Bench *Court.*

I Pray you appear, and file a Common-Bail for me *T. G.* in the ſaid Court of *Kings-Bench*, at *W.* in *M.* Term next, and there confeſs or ſuffer a Judgment to paſs by Default againſt me the ſaid *T. G.* at the Suit of *W. J.* for a 100*l.* Debt by Bond, with Coſts of Suit: And for ſo doing, this ſhall be your ſufficient Warrant, Dated the 10th Day of *Auguſt*, 1653.

A Warrant to confess a Judgment.

I Pray you appear for me *E. A.* this present *H.* Term, at the Suit of *I. B.* and file a Common Bail in the Kings Bench at *W.* at his suit, and upon a Declaration of 800 *l.* debt upon a Bond, to be put in against me at the suit of the said *J. B.* I pray confess the same by *Non sum informatus*, or otherwise, so that Judgment may be presently entred against me thereupon, and for so doing, this my hand and seal shall be your sufficient Warrant, Dated the 28th day of *J. Anno Dom.* 1649.

Sealed and delivered
in the presence of

A Warrant to acknowledge satisfaction.

Mr. *R. A.*

I Pray acknowledg satisfaction upon Record, for the Judgment which was entred in the Kings Bench in *M.* Term, 17 *Car.* against *T. I.* Gentle. at the suit of me *R. T.* for 30 *l.* debt, and 20 *s.* for costs of suit, and this shall be your sufficient discharge therefore, Witness my hand and seal this 10th day of *O.* 1644.

Sealed and delivered
in the presence of

A Recovery with single Voucher.

Essex ss. PRec. *G. C.* Ar. quod juste &c. redd. *R. C.* et *R. J.* unum messuagium et quatuor acras terre cum pertin. in *T.* que clam. &c. Et in que &c. Et nisi &c.

Essex ss. GC. po. loco suo *V. M.* et *M. M.* Attorn. suos conjunctim et divisim versus *R. C.* et *R. J.* de placito terræ ad lucrand. vel perdendum.

A Recovery with double Voucher.

Derby ss. PRec. *N. L.* et *M.* uxor. ejus, quod juste &c. reddant *T. S.* et *T. C.* Manor. de *M N* et *P.* cum pertin. ac triginta messuagia triginta tofta, quinque molendina, triginta gardin', mille acras terræ, mille acras prati, quinquaginta acras pasturæ, quadraginta acras bosci, mille acras moræ, Centum acras jampnorum et bruer. et tres libras reddit. cum pertin. in *N. M. T. P.* et *B.* que clam. esse jus et hereditat. suam. Et in que idem *N.* et *M.* non habent

bent ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte et ſine Judicio fecit præfat. *T.* et *F.* infra 30 annos jam ultim. elapſos ut dicitur unde quer. &c. Et niſi &c.

N. L. et *M.* uxor ejus po. loco ſuo *T. B.* et *W. B.* Attorn. ſuos conjunctim et diviſim verſus *T. B.* et *T. C.* de placito terræ ad lucrandum vel perdendum.

W. B. et *T. F.* quos *N. L.* et *M.* uxor ejus vocant ad war. po. loco ſuo *P. P.* et *Q. Q.* Attorn. ſuos conjunctim et diviſim de placito terræ ad lucrandum vel perdendum.

A Recovery with treble Voucher.

Norff. ſſ. PRec. *R. B.* et *C. S.* quod juſte &c. reddant *A. T.* Ar. manerium de *B.* cum pertin. ac viginti meſuagia, duodecim toſta, quatuor columbar. mille acr. terre centum acras prati, Centum acras paſturæ, ducent. acras jampnorum et bruere, Centum acras moræ, et triginta ſolidos et unum obolum reddit. Ac reddit unius libræ et dimid. piperis, et unius grani piperis cum pertin. in *B.* et *Q.* ac liberam piſcariam in aqua de *W.* Necnon advocationem Eccleſiæ de *B.* que clam. &c.

Norff. ſſ. *R. B.* et *C. C.* pon. loco ſuo *W. B.* et *R. R.* Attorn. ſuos conjunctim et diviſim verſus *A. T.* de placito terræ.

Norff. ſſ. *M. M.* gen. quem *R. B.* et *C. C.* voc. ad war. po. loco ſuo *J. J.* et *L. L.* Attorn. ſuos conjunct. et diviſim verſus *A. T.* de placito terræ.

Norff. ſſ. *G. W.* gen. quem *M. M.* voc. inde ad war. po. loco ſuo *R. G.* et *R. S.* Attorn. ſuos conjunctim et diviſim verſus *A. T.* de placito terræ.

Oxon ſſ. Prec. *T. H.* et *S. T.* quod juſte &c. reddant *A. N.* mil. et *J. W.* mil. Quendam annualem reddit. tresdecem librarum, et ſex ſolidorum exeun. de Maner. de *H.* que clam. &c.

A Recovery with a ſingle Voucher.

Carolus Secundus, Dei gratia, Anglie, Scotie, Francie, et Hibernie Rex, fidei Defenſor &c. Omnibus ad quos preſentes Litere noſtre pervenerint, ſalutem. Sciatis quod inter placita terre irrotulat. apud Weſtm. coram *O. B.* Mil. et Baronetto, et ſociis ſuis Juſtic. noſtris de Banco de Termino Sancte Trinitatis, Anno Regni noſtri XIV. rotulo primo continetur ſic: *Suſſex* ſſ. *F. C.* Ar. et *F. R.* generoſ. in propriis perſonis ſuis pet. verſus *T. E.* Ar. decem Meſuagia, decem Gardina, octingentas acras terre, Quadraginta acras prati, Centum acras paſture, Sexaginta acras boſci, et mille et quingentas acras jampnorum et bruere, cum pertin. in *H.* et *W.* ac medietatem Forreſte de *W.* Necnon quartam partem manerii de *H.* cum pertin. ut jus et hereditatem ſuam, et in que idem *T.* non habet in greſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte et ſine judicio fec. prefat. *F.* et *F.* infra triginta annos &c. Et unde dic. quod ipſimet fuerunt ſeiſit. de tenementis, medietate, et quarta parte predictis cum pertin. in dominico ſuo, ut de feodo et jure, tempore pacis, tempore Dom. Regis nunc capiend. inde explec. ad valent. *&c.* Et in que &c. Et inde produc. ſectam &c. Et predictus *T.* in propria perſona ſua ven. et defend. jus ſuum quando &c. Et voc. inde ad warrant. *E. W.* qui preſens eſt hic in Curia in propria perſona ſua. Et gratis tenementa, medietatem et quartam partem predict. cum pertinentiis ei warrant. &c. Et ſuper hoc predicti *F.* et *F.* pet. verſus ipſum *E.* Tenent. per warran. ſuam tenementa, medietatem, et quartam partem predicta cum pertin. in forma predicta &c. Et unde dic. quod ipſimet fuerunt ſeiſit. de tenementis, medietate, et quarta parte predict. cum pertin. in dominico ſuo, ut de feodo et jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valentiam &c. Et in que &c. Et inde produc. Sect. Et predictus *E.* tenens per war. ſuam defend. jus ſuum quando &c. Et dic. quod predictus Hugo non diſſeiſivit prefat. *F.* et *F.* de tenementis, medietate, et quarta parte predictis cum pertin. prout ijdem *F.* et *F.* per breve et narrationem ſua predicta ſuperius ſuppon. Et de hoc pon. ſe ſuper patriam &c. Et predicti *F.* et *F.* pet. licentiam inde interloquendi, et habent &c. Et poſtea ijdem *F.* et *F.* reven. hic in Cur. iſto eodem Termino in propriis perſonis ſuis. Et predictus *E.* licet ſolem. exact. non reven. ſed in contempt. Cur. receſſit et defalt. fac. Ideo conſ. eſt quod predicti *F.* et *F.* recuperent ſeiſinam ſuam verſus prefat. *T.* de tenementis, medietate, et quarta parte predicti cum pertin. Et quod idem *T.* habeat de terra predicti *E.* ad valentiam *&c.* Et idem *E.* in unam, &c. Et ſuper hoc predicti *F.* et *F.* pet. breve Domini Regis Vic. Com. predict. dirigend. de habere faciend. eis plenariam ſeiſinam de tenementis, medietate, et quarta parte predictis cum pertin. Et eis conceditur retornabile hic in Octabis Sancti Michaelis &c. Que omnia et ſingula ad requiſitionem predictorum *F.* et *F.* tempore preſentium duximus exemplificand. In cujus rei teſtimonum, *&c.*

A Recovery with double Voucher.

CArolus Secundus Dei Gratia Angl. Scot. Franc. & Hiberniæ Rex, Fidei Defens. &c. Omnibus ad quos presentes litere nostre pervenerint, Salutem. Sciatis quod inter placita de placitis terre irrotul-t. apud Westm. coram *O. B.* milite & Bar. & sociis suis Justic. nostris de Banco de Termino Sanctæ Trinitat. Anno Regni nostri xiv. Rot. xx. continetur sic: Sussex ss. *E. B.* vidua in propria persona sua pet. versus *T. N.* & *F. K.* unum Messuagium, unum Gardinum, viginti acr. ter. viginti acr. prati, & viginti acr. pasturæ, decem acr. bosci, & decem acr. jampnorum & Bruere cum pertin. in *H.* ut jus & hereditatem suam, et in que iidem *T.* & *F.* non habent ingressum nisi post disseisinam quam Hugo Hunt inde injuste & sine judicio fecit prefate *E.* infra Triginta annos jam ultimos elapsos, &c. Et unde dic. quod ipsamet fuit seisita de tenementis prædictis cum pertin. in dominico suo, ut de feodo & jure, tempore p cis, tempore Domini R. nunc capiend. inde explec. ad valentiam, &c. Et in que, &c. Et inde produc. Sectam, &c. Et prædicti *T.* & *F.* in propriis personis suis ven. et defend. jus suum quando, &c. Et voc. inde ad War. *W. B.* qui presens est hic in Cur. in propria persona sua, et gratis tenementa prædicta cum pertin. eis war. &c. Et super hoc prædicta *E.* pet. versus ipsum *W.* tenen. per War. suam tenementa prædicta cum pertin. in forma prædicta, &c. Et unde dic. quod ipsamet fuit seisita de tenementis prædictis cum pertin. in dominico suo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valent. &c. Et in que, &c. Et inde produc. sectam, &c. Et prædictus *W.* tenens per War. suam defend. jus suum quando, &c. Et ulterius voc. inde ad War. *D. H.* qui Similiter presens est hic in Curia, in propria persona sua, et gratis tenementa præd. cum pertin. ei war. &c. et super hoc prædicta *E.* petit versus ipsum *D.* tenen. per war. suam tenementa prædicta cum pertin. in forma prædicta, &c. Et unde dic. quod ipsamet fuit seisita de tenementis præd. cum pertin. in dominico suo, ut de feodo et jure, tempore pacis, tempore domini Regis nunc capiend. inde explec. ad valentiam, &c. et in que, &c. et inde produc. sectam, &c. Et prædictus *D.* tenens per war. suam defend. jus suum quando, &c. Et dic. quod prædictus Hugo non disseis. prefat. *E.* de tenementis prædictis cum pertin. prout eadem *E.* per Breve et narrationem sua prædicta superius suppon. et de hoc pon. se super patriam, &c. Et prædicta *E.* petit licenc. inde interloquendi, et habet, &c. et postea eadem *E.* reven. hic in Curia, isto eodem Termino, in propria persona sua. Et prædictus *D.* licet solempnit. exact. non reven. sed in contempt. Curiæ cessit et defalt fac. Ideo cons. est, quod præd. *E.* recuperet seisinam versus prefat. *T.* et *F.* de tenementis præd. cum pertin. et quod iidem *T.* et *F.* habeant de terr. præd. *W.* ad valentiam, &c. et quod idem *W.* ulterius habeat de terr. præd. *D.* ad valenc. &c. et idem *D.* in unam &c. Et super hoc prædicta *E.* petit breve domini Regis Vic. Com. præd. dirigend. de habere faciendo ei plenariam seisinam de tenementis prædictis cum pertin. et ei conceditur retornabile hic indilate, &c. et postea scil. v. die *J.* isto eod. Termino ven. hic in Curia præd. *E.* in propria persona sua: Et Vic. viz. N. P. Ar. modo mand. quod ipse virtute Brevis illius sibi direct. xxviij. die *J.* ult. preterit. habere fec. prefat. *E.* plenariam

seisinam

ſeiſinam de tenementis prædict. cum pertin. prout per breve illud ſibi preceptum fuit, &c. Que omnia & ſingula ad requiſitionem prædictæ *E.* tenore preſentium duximus exemplificand. In cujus rei teſtimon. ſigillum noſtr. ad brevia in Banco prædicto ſigilland. deputat. preſentibus apponi fecimus. *T. O.B.* apud Weſtm. quinto die Anno regni noſtri xv.

A Recovery with double Voucher by Warrants of Attorney.

K. &c. *ſſ. J. N.* generoſus in propria perſona ſua petit verſus *N. N.* generoſum, unum meſſuagium, viginti acras terræ, tres acras prati, quatuordecim acras paſturæ, et quinque acras boſci, cum pertin. in *H.* et *E.* ut jus et hereditatem ſuam. Et in quæ idem *Nich.* non habet ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte et ſine judicio fec. prefat. *Johanni* infra triginta Annos, &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis predicti cum pertin. dominico ſuo ut de feodo et jure tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam, &c. Et in que, &c. Et inde produc. ſectam, &c.

Et prædictus *Nicholaus* per *G. A.* Attorn. ſuum ven. et defend. jus ſuum quando, &c. et alias voc. inde ad War. *J. W.* viduam qui modo per ſum. ei in Com. præd. fact. per *E. H.* Attorn. ſuum ſimiliter ven. et gratis tenementa prædict. cum pertin. prefat. *Nich.* War. &c. Et ſuper hoc prædict. *Johannes* petit verſus ipſam *Johannam* tenen. per War. ſuam tenemen a prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. et in que, &c. Et inde prod. ſectam, &c.

Et prædict. *Johanna* tenens per War. ſuam defend. jus ſuum quando, &c. et ulterius voc. inde ad War. *G. H.* qui preſens eſt hic in Curia in propria perſona ſua, et gratis tenementa præd. cum pertin. ei War. &c. et ſuper hoc prædictus *Johannes* petit verſus ipſum *Georg.* tenen. per War ſuam tenementa præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſiemet fuit ſeiſit. de tenementis prædictis, cum pertin. in Dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec ad valentiam, &c. et in que, &c. et inde produc. ſectam &c.

Et prædictus *Georg.* tenens per War. ſuam defend. jus ſuum quando, &c. et dic. quod prædictus Hugo non diſſeiſivit prefat. *Johannem* de tenementis præd. cum pertin. prout idem *Johannes* per breve & narrationem ſua præd. ſuperius ſuppon. et de hoc pon. ſe ſuper patriam &c.

Et prædictus *Johannes* petit licenciam inde interloquendi &c. et habet, &c. Et poſtea idem *Johannes* reven hic in Curia iſto eodem Termino, in propria perſona ſua, et prædictus *Georgius* ſolempniter exact. non reven. ſed in Contempt. Curiæ receſſit, et defalt. fec. Ideo conc. eſt, quod prædictus *Johannes* recuper. et ſeiſinam ſuam verſus prefat. *Nich.* de tenementis prædictis cum pertin. et quod idem *Nich.* habeat deterra prædict. *Johanne* ad valentiam, &c. Et quod eadem *Johanna* ulterius habeat deterra prædict. *Georgii* ad valentiam, &c. et idem

Georgius

Gurgius in unam, &c. Et ſuper hoc prædictus *Johannes* pet. breve Domini Regis Vic. Com. prædict. dirigend. de habere faciend. ei plenar. ſeiſinam de tenementis prædictis cum pertin. et ei concedit. retornabile hic in Octabis Sanctæ Trinitatis, &c. ad quem diem hic ven. predictus *Johannes* in propria perſona ſua. Et Vic. videl. *Nich. Toke* Armig. modo mand. quod ipſe virtute brevis illius ſibi direct. duodecimo die *Junii* ult. præterit habere fec. prefat. *Johanni* plenariam ſeiſinam de tenementis prædictis cum pertin. prout per breve illud ſibi precept. fuit, &c.

Recoveries.

Oxon. *Intratio Recuperationis.*

HA. in propria perſona ſua petit verſus *V. D.* gen. duo Meſſuagia, et ſex gardina cum pertin. in *D.* ut jus et hereditatem ſuam, et in que idem *V.* non habet ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine judicio fec. prefat. *W.* infra triginta Annos, &c.

Et præd. *V.* per *B. A.* Attorn. ſuum ven. et alias voc. inde ad War. *M. S.* Ar. qui modo per ſum. ei in Com. prædict. fact. per *J. C.* Attorn. ſuum ſimil. ven. et gratis tenementa prædict. cum pertin. ei War. &c. et ſuper hoc præd. *W.* petit verſus ipſum *M.* tenen. per War. ſuam tenementa præd. cum pertin. in forma præd. &c. Et unde dic. quod ipſemet fuit ſeiſit. de tenementis prædict. cum pertin. in Dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. et in que, &c. et inde produc. ſectam, &c.

Et prædictus *M.* tenens per war. ſuam defend. jus ſuum quando, &c. et ulterius voc. inde ad war. *Edwardum Howſe* qui ſimil. preſens eſt hic in Curia in propria perſona ſua, et gratis tenemen.a præd. cum pertin. ei war. &c. et ſuper hoc prædict. *W.* petit verſus ipſum Edwardum tenen. per war. ſuam tenementa præd. cum pertin. in forma præd. &c. et unde, &c. ut ſupra. Et præd. *Edwardus* tenens per war. ſuam defend. jus ſuum quando, &c. et dic. quod prædictus Hugo non diſſeiſivit prefat. *J. W.* de tenemen is prædictis cum pertin. prout idem *W.* per breve et narrationem ſua præd. ſuperius ſuppon. et de hoc pon. ſe ſuper patriam, &c.

Et prædictus *W.* petit licenciam inde interloquendi, et habet. &c. et poſtea idem *W.* reven. hic in Curia iſto eodem Termino in propria perſona ſua, et prædictus *Edwardus* licet ſolempniter exact. non reven. ſed in contempt. Curiæ receſſit, et defalt. fec. Ideo conc. eſt quod prædictus *W.* recuperet ſeiſiram ſuam verſus præfat. Antonium de tenementis prædictis cum pertin. &c. et quod idem *V.* habeat de terra præd. *M.* d valentiam, &c. et quod idem *M.* ulterius habeat de terra præd. *Ed.* ad valentiam, &c. et idem *Ed.* in unam, &c. et ſuper hoc prædictus *W.* petit breve Domini Regi Vic. Com. præd dirigend. de habere faciend. ei plenar. ſeiſinam de tenemen is præd. cum pertin. et ei conceditur retornabile hic *A.* die Sancti Michaelis in unum menſem, &c. ad quem diem hic ven. præd. *Johannes* in propria perſona ſua. Et Vic. vid. *E. B.* modo mand. quod ipſe virtute brevis illius ſibi direct. xxvj. die Octob. ult. præterit. habere fec. præf. *W.* plenam ſeiſinam de tenementis prædictis cum pertinentiis prout per breve illud ſibi precept. fuit, &c.

Alias

Alias, prout patet Termino Paſchæ ult. preterito, rotulo Clix. continetur ſic: Somerſ. ſſ. *H. S.* miles Balnei et Baroner. in propria perſona ſua petit verſus *H. H.* gen. duo meſſuagia, duo gardina, cum pertin. in *D.* ut jus et hereditatem ſuam, et in que idem *H.* non habet ingreſſ. niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte & ſine judicio fec. prefat. *H. S.* infra trigin. Annos, &c. et inde dic. quod ipſemet fuit ſeiſit. de tenementis prædictis cum pertin. dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam, &c. et in que, &c. et inde produc. ſectam, &c.

Et prædictus *H.* in propria perſona ſua ven. et defend. jus ſuum quando, &c. voc. inde ad war. *T. P.* ſum. in Com præd. habeat eum hic in Craſt. Sanctæ Trinit. per auxil. Curiæ, &c. Idem dies dat. eſt partibus prædictis, &c. et ſuper hoc prædictus *H.* pon. loco ſuo *S. M.* et *J. K.* Attorn. ſuos conjunctim & diviſim verſus prefat. *H. S.* de prædicto placito, &c. Ad quem diem hic ven. tam prædictus *H. S.* in propria perſona ſua, quam prædictus *H.* per prædict. *S. M.* Attorn. ſuum et prædictus *T.* ſum. &c. per *W. H.* Attorn. ſuum ſimil. ven. et gratis tenementa prædict. cum pertin. ei war. &c. et ſuper hoc prædictus *H.* petit, &c. al. &c.

Alias, prout patet Termino Paſchæ ult. preterito, rotulo xix. continet. ſic: Oxon, ſſ. *S.* generoſus & *G. P.* in propriis perſonis ſuis pet. verſus *B. L.* & *J. H.* quatuor meſſuagia, et Octo gardina cum pertin. in *N.* ut jus et hereditatem ſuam, et in que iidem *B.* et *J.* non habent ingreſſum niſi poſt diſſeiſinam quam Hugo Hunt inde injuſte et ſine judicio fec. prefat. *S.* et *G.* infra triginta Annos, &c. et unde dic. quod ipſimet fuer. ſeiſit. de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, &c. et in que, &c. et inde produc. ſectam, &c. Et præd. *B.* et *J.* in propriis perſonis ſuis, ven. et defend. jus ſuum quando, &c. et voc. inde ad war. *G. C.* Ar. ſum. in Com. prædict. habeant eum hic a die Sanctæ Trin. in tres Sept. per Auxil. Curiæ, &c. Idem dies dat. eſt partibus prædictis hic, &c. Et ſuper hoc prædictus *B.* et *J.* pon. loco ſuo *S. M.* et *J. G.* Attorn. ſuos conjunctim et diviſim verſus prefat. *S.* et *G. P.* de præd. placito, &c. Ad quem diem hic ven. tam præd. *S.* et *G. P.* in propriis perſonis ſuis, quam præd. *B.* et *I.* per *S. M.* Attorn. ſuum et prædictus *G. C.* ſum. &c. per *M. S.* Attorn. ſuum ven. et gratis tenementa prædict. cum pertin. prefat. *B*, et *J*, war. &c. et ſuper hoc prædict. *S*, et *G, P*, per. verſus ipſum *G, C*, tenen. per war. ſuam tenementa præd. cum pertin. in forma præd. &c. et unde, dic. quod ipſimet fuerunt ſeiſit. de tenementis prædictis cum pertin. in dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valent. &c. Et in que, &c. et inde produc. ſectam, &c.

Warran. Alternat.

Et prædictus *G, C*, tenens per war. ſuam defend. jus ſuum quando, &c. et ulterius voc. inde ad war. *T, C*, gen. fil. et hæred. apparen. prefat. *G*, in Com. præd. habeat eum hic in Octabis Sancti Martini per Auxil. Curiæ, &c. Idem dies dat. tam prefat. *S*, et *G, P*, quem prefat. *G, C*, tenen. per war ſuam hic, &c. Ad quem diem, ſcil. ad prædict. Octab. Sancti Martini hic ven. tam

prædict.

præd. *S.* et *G. P.* in propriis perſonis ſuis, quam prædictus *G. C.* per Attorn. ſuum prædictum quem prædict. *B.* et *J.* voc. inde ad war. et Vic. nihil inde fec. nec breve unius. Ideo ſicut prius prædictus *T.* ſum. quod ſit hic in Craſtino Purificationis beatæ Mariæ ad war. prædict. *G. C.* in forma præd. &c. Idem dies dat. eſt tam prefat. *S.* et *G. P.* quam prefat. *G. C.* tenen. per war. ſuam hic, &c.

Alias, prout patet Termino Paſchæ Anno Regni Domini Regis nunc Angl. quartodecimo, Rot. CXLV. continetur ſic: Leic. ſſ. *T. D.* gen. & *B. D.* Ar. in propriis perſonis ſuis, pet. verſus *I. D.* Ar. et *G. R.* gen. quinquaginta et duas acras prati (ut in aliis.) Et ſuper hoc iidem *T. B.* et *D.* dic. quod idem *B.* eſt Vic. Com. prædict. et ea de cauſa pet. breve Domini Regis de habere faciend. eis plenar. ſeiſinam de tenementis prædictis cum pertin. Coronatoribus Com. præd. dirigend. Et quia ſatis conſtat Cur. hic per retorn. brevium Com. præd. hic in Cur. reſiden. quod allegat. præd. vera exiſtit. Ideo prec. eſt Coronatoribus Com. præd. quod habere fac. prefat. *T. D.* et *B.* plenar. ſeiſinam de tenementis prædictis cum pertin. et qualit. &c. iidem Coronatores conſtare fac. hic Indilate, &c. Poſtea ſcil. decimo Octavo die *Junii* iſto eodem Termino ven. hic in Cur. præd. *T. D.* & *B.* in propriis perſonis ſuis, et Coronatores dicti Domini Regis Com. præd. videlicet, *T. L.* gen. et *N. G.* gen. modo mand. quod ipſi virtute brevis illius eis direct. quartodecimo die *Junii* ult. prereriit. habere fec. prefat. *T. D.* et *B.* plenar. ſeiſinam de tenementis prædictis cum pertin. prout per breve illud eis prec. fuit, &c.

Breve de habere faciend. direct. Coronat.

Carolus Secundus Dei Gratia, Angl. Scociæ, Franciæ, et Hiberniæ Rex, Fidei Defenſor, &c. Omnibus ad quos preſentes litere noſtre pervener. ſalutem. Scia is quod inter Placita terræ irrotulat. apud Weſtm. coram *Orlando Bridgeman* Milite et Baronetto & Sociis ſuis Juſtic. noſtris de Banco de Termino Sanctæ Michaelis Anno Regni Noſtri xiiij. Rot. xij. continer. ſic: Midd. ſſ. *J. D.* gen. in propria perſona ſua, petit verſus *A. L. Jun.* gen. un. Meſſuag. &c. prout ſequitur in intratione proxime ſequent. uſque prout per breve illud ſibi precept. fuit, &c. Que omnia et ſingula ad requiſitionem præd. *I.* tenore preſent. duximus exemplificand. in cujus rei Teſtimonium ſigillum noſtrum ad brevia in Banco præd. Sigilland. deputat. preſentibus appon. fecimus. *T. O. B.* apud Weſtm. xxx. die Octobris, Anno regni noſtri quartodecimo.

Exemplificand. It bears *Teſte* of the retorn of the Writ of Seiſin.

But if there be not 15 dayes between the return of the Writ of Entry, or of the Writ of Summons, and the end of the Term; then muſt the Writ of Seizin be retornable (*Indilate*) and ſo the exemplification muſt bear *Teſte* the laſt day of the Term, in which the Writ of Entry of Summons came in.

Nota.

Oxon

OXon ff. J, B, Gen. in propria persona sua petit versus *A*, *L*, *Jun.* Gen: unum Messuagium, unum gardinum cum pertin. in Parochiis Sanct. *Martini* in Campos, et Sanct. *Margarete Westmin:* ut jus et hereditatem suam, et in quæ idem *A*, non habet ingressum nisi post dissesinam quam *Hugo Hum* inde injuste et sine judicio fecit præfat. J, infra triginta Annos jam ult. elapsos, &c. Et unde dic. quod ipsemet fuit seisit. de Tenementis prædictis cum pertin. in Dominico suo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde explec. ad valentiam, *&c.* Et in quæ, *&c.* Et inde produc. sectam, *&c.*

Et prædictus *A*, in propria persona sua ven. et defend. jus suum quando, *&c.* Et voc. inde ad War. *R*, *B*, Ar. qui præsens est hic in Curia in propria persona sua: Et gratis Tenementa prædict. cum pertin ei War: *&c.* Et super hoc prædict. J, petit versus ipsum *R*, tenen. per War: suam Tenementa prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipsemet fuit seisit. de Tenementis prædictis cum pertin. in dominico suo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam &c. Et in quæ &c. Et inde produc. sectam, &c.

Et prædict. *R*, tenens per War. suam de end. jus suum quando &c. Et ulterius voc. inde ad War. *Ed: Howse*, qui similiter presens est hic in Curia in propria persona sua. Et gratis Tenementa prædict. cum pertin. ei War: &c. Et super hoc prædictus J, petit versus ipsum *E*, tenen. per War. suam tenementa prædict. cum pertin. in forma prædict. &c. Et unde dic. quod ipsemet fuit seisit. de tenementis prædictis cum pertin. in dominico suo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiendo inde explec. ad valentiam, &c. Et in quæ &c. Et inde produc. sectam, &c.

Et prædictus *E*, tenens per War. suam defend. jus suum quando, &c. Et dic. quod prædictus *Hugo* non dissesivit præfat. J, de tenementis prædictis cum pertin. prout idem J, per breve & narrationem sua præd. superius suppon. et de hoc pon. se super patriam &c.

Et prædictus *Johannes* petit licenciam inde interloquendi, et habet, &c. Et postea idem *Johannes* reven. hic in Curia isto eodem Termino, in propria persona sua, et prædictus *E*, licet solempniter exact. non reven. sed in Contempt. Curiæ recessit, et defalt. fac. Ideo conc. est, quod prædictus *Johannes* recuperet seisinam suam versus prefat. *An.* de tenementis prædictis cum pertin. et quod idem *A*. habeat de terra prædict. *R*, ad valentiam, &c. Et quod idem *R*, ulterius habeat de terra prædict. *E*, ad valentiam, &c. Et idem *E*, in misericordia &c. Et super hoc prædictus J, per. breve Domini Regis Vic. Com. prædict. dirigend. de habere faciend. ei plenar. seisinam de tenementis prædictis cum pertin. Et ei concedit. retornabile hic a die Sancti *Michaelis* in unum Mensem, &c. Ad quem diem hic. ven. præd. J. in propria persona sua. Et Vic. videl. *E*, *B*, et *R*, *F*, modo mand. quod ipsi virtute brevis illius sibi direct. 26 die *Octob.* ult. præterit. habere fec. præfat. *Johanni* plenariam seisinam de tenementis prædictis cum pertin. prout per breve illud sibi precept. fuit, &c.

Breve de seisina, ver. M. M. Begun at (*ad quem diem*) in the Roll, with a smal hand, then the rest, and so to the end. Seizin delivered 3 or 4 days before the return.

The

The Writ of Seizin muſt be returnable at the leaſt 15 dayes after the return of the Writ of Entry; but if the Writ of Entry be returned towards the latter end of the Term, ſo that there be not 15 dayes between the return of the Writ of Entry, and the end of the Term, then the Writ of Seiſin muſt be returnable (*Indilate*) And the Writ of Seiſin muſt always bear Teſt of the return of the Writ of Entry. And ſo it is alſo, if the Recovery come in by Summons, the Writ of Seiſin muſt have the like proceedings after the Writ of Summons, (ut ſupra uſque) Et ei concedit. Retornabile hic indilate, &c. Poſtea ſcilicet xii. die *F.* iſto eodem Term. ven. hic in Cur. prædictus *T. P.* in propria perſona ſua. Et Vic. videlicet *G. D.* Armig. modo mand. quod ipſe virtute brevis illius ſibi direct. nono die *F.* ult. præter habere fec. præfat. *T. P.* plenar. ſeiſinam de Tenemen. præd. cum pertin. per breve illud ſibi præcept. fuit, &c. *Breve de ſeiſinam indilat.* Begin at *Poſtea* ſmall hand. *ult. die Term.* 3 Dayes before the end of the Term.

J. J. Arm. in propria perſona ſua petit verſus *E. G.* Ar. tria Meſſuagia cum pertin. in Villa *S.* ut jus & hæred. ſuam. Et in quæ idem *E.* non habet ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine judicio fec. præfat. *I.* infra triginta Annos jam ult. elapſos, *&c.* Et unde dic. quod ipſemet. fuit ſeiſit. de Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valentiam, *&c.* Et in quæ, *&c.* Et inde produc. ſectam *&c.* *Intr. Summons ſur breve de Ingreſſu.*

Et prædictus *E.* per *C. B.* Attorn. ſuum ven. & defend. jus ſuum quando, *&c.* Et voc. inde ad War. *W. L.* ſum. in Com. prædicto habeat eam hic in Octabis S. *Mich.* per Auxilium Cur. *&c.* Idem dies dat. eſt partibus prædictis hic *&c.*

The Writ of Summons muſt be returnable 5 Returns, after the return of the Writ of Entry, (*as for example*,) if the Writ of Entry be returnable, xv. *Paſ.* then the Summons muſt be returned in *Oct. Michaelis.* And note, That *Craſtino Aſſentionis Dom.* is no Return to be reckoned, either in this kind, or in any other reall Actions.

Salop ff. *ff. J.* In propria perſona ſua petit verſus *E. G.* Armig. tria Meſſuagia cum pertin. in Villa *S.* ut jus & hereditatem ſuam. Et in quæ idem *E.* non habet ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine judicio fec. præfat. *J.* infra triginta Annos, *&c.* Et prædictus *E.* per *C. B.* Attorn. ſuum ven. Et alias voc. inde ad War. *W. L.* qui modo per ſum. ei in Com. prædicto fact. per *R. G.* Attorn. ſuum ſimil. ven. Et gratis Tenementa prædicta cum pertin. ei War. *&c.* Et ſuper hoc prædictus *J.* petit verſus ipſum *W.* tenen. per War. ſuam Tenementa prædicta cum pertin. in forma prædicta, *&c.* Et unde dic. quod ipſemet fuit ſeiſit. de Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valentiam, *&c.* Et in quæ, *&c.* Et inde produc. ſectam, *&c.*

Et præd. *W.* tenens per War. ſuum defend. jus ſuum quando &c. Et ulter. voc. inde ad War. *E. H.* qui ſimiliter præſens eſt hic in Cur. in propria perſona ſua, et gratis ten. præd. cum pertin. ei War. &c. Et ſuper hoc præd. *J.* per. verſus ipſum *E.* tenen. per War. ſuam ten. præd. cum pertin. in forma præd. &c. et unde dic. quod ipſemet fuit ſeiſit de tenementis præd. cum pertin. in domin. ſuo ut de feodo et jure, tempore pacis, tempore Dom. Regis nunc capiend. inde explec. ad valentiam &c. Et in quæ &c. Et inde produc. ſectam &c.

Et

Et prædictus *E. H.* tenens per War. ſuam defend. jus ſuum, quando &c. Et dic. quod prædictus Hugo non diſſeiſivit præfat. *J.* de Tenementis prædicti cum pertin. prout idem *J.* per breve & narrationem ſua prædicta ſuperius ſuppon. Et de hoc pon. ſe ſuper patriam, &c.

Et prædictus *J.* petit licenciam inde interloquendi: Et habet &c. Et poſtea idem *J.* reven. hic in Cur. iſto eodem Termino in propria perſona ſua. Et prædictus *E.* licet ſolempniter exact. non reven. ſed in contempt. Curiæ receſſit: Et defalt. fac. Ideo conc. eſt quod prædict. *J.* recuperet ſeiſinam ſuam verſus præfat. *E. G.* de Tenementis prædictis cum pertinenciis. Et quod idem *E. G.* habeat de terra prædict. *W.* ad valenciam, &c. Et quod idem *W.* ulterius habeat de terra prædicti *E. H.* ad valenciam, &c. Et idem *E.* in miſericordia &c. Et ſuper hoc prædictus *J.* petit Breve Domini Regis Vic. Com. prædict. dirigend. de habere faciend. ei plenar. ſeiſinam de Tenementis prædictis cum pertinenciis. Et ei conceditur retornabile hic a die Sanct. *Michaelis* in unum menſem, &c. Ad quem diem hic ven. prædictus *J.* in propria perſona ſua. Et Vic. videlicet *T. J.* Armiger, modo mand. quod ipſe virtute brevis illius ſibi direct. 24. die *O.* ult. præterit. habere fec. præfat. *J.* plenar. ſeiſinam de Tenementis prædictis cum pertinenciis, prout per breve illud ſibi præcept. fuit, &c. Simile in *T.* Sancti *Michaelis* rot. 23. inter *H.* & al. & *E.* & al. & al. poſt Summons *Michaelis* 7. Car. Regis, rot. 56.

Sum. ad 3 or 4 dayes before the Return.

Narratio Summon. pro recuperatione 3 voc.

E *Bor. ſſ. T. W.* & *R. M.* Ar. in propriis perſonis ſuis pet. verſus *G. R.* Ar. & *W. B.* Gen. Manerium de *R.* alias *R.* & viginti acras terræ &c. cum pertin. in *B.* ut jus & hereditatem ſuam. Et in quæ idem *G.* & *W.* non habent ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine Judicio fec. præfat. *T. W.* & *R.* infra triginta Annos &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Manerio & Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde exp lec. ad valenciam &c. Et in quæ, &c. Et inde produc. ſectam, &c.

The Tenants appeared this time in perſon at Bar.

Warr. Attorn. pro ten.

Et prædict. *G.* & *W.* in propriis perſonis ſuis ven. & defend. jus ſuum quando &c. Et Voc. inde ad War. *A.* viduam habeant eam hic a die *Paſche* in quinque ſeptimanas. Et ſum. in Com. prædict. per auxilium Cur. &c. Idem dies dat. eſt partibus prædictis hic &c. Et ſuper hoc prædict. *G.* & *W.* po. locis ſuis *C. B.* & *E. G.* conjunctim & diviſim verſus præfat. *T, V, W,* & *R,* de prædicto placito &c.

1 *Nota.*

Although the Tenants appeared in perſon, at the Acknowledgment at Bar; yet if they appeared not alſo at the Return of the Summons, there muſt be a Warrant of Attorney made and taken for the Tenants: And the ſame muſt be entred upon the firſt Summons Roll, (prout prox. ſupra) and upon the Remembrance, under the Precipe for the Writ of Entry of the ſame Recovery: And make the Warrant of Attorney for the Tenants, thus:

War. Attorn. pro ten.

E *Bor. ſſ. G. R.* Ar. & *W. B.* Gen: po. locis ſuis *C. B.* & *E. G.* Attorn. ſuos conjunctim & diviſim verſus *T, V, W,* & *R, M,* Ar. de placito terræ, *B.*

Ar

At the Return of this Summons, being a4 *Paſcha*, if the ſecond Vouchee appear by Warrant of Attorney, you muſt make another Writ of Summons, for the latter Vouchee returns the 9th Return after the return of the firſt Summons, and *Teſte* of the Return of the firſt Summons; for one Writ will not ſerve for both: And make the Warrant of Attorney for the firſt Vouchee thus:

War. Attor. po. lo. prim. Vouchee.

Ebor. ſſ. D, V, quem *G, R, H,* & *W, B,* Gen. voc. inde ad War. po. lo. ſuo, *F, D,* & *T, W,* Attorn. ſuos conjunctim & diviſim verſus *Tho.* Vic. *W, R, M,* Ar. de placito terræ.

In the ſecond, thus:

War. Attorn. pro &c.

Ebor. ſſ. G, H, Gen. Quem *A, C,* vid. voc. ad War. po. lo. ſuo, *T, W,* & *H, M,* Attorn. ſuos conjunctim & diviſim verſus *T,* Vic. *W,* & *R. M, Voc.*

Capt. & cognit. 13 die *Marcii*, Anno regni Regis Car. *Anglia*, &c. Septimo, coram me *H, D.*

Both the Warrants of Attorney, were in one piece of Parchment, and there uken at the Aſſizes.

Alias patet Termino Sanct. *Michaelis*, Anno Regni Domini Regis nunc Septimo, rot. 56. continetur ſic: *Ebor. ſſ.* *T,* Vic. *W,* & *N, M.* In propriis perſonis ſuis pet. verſus *G, R,* Ar. *B,* Gen: Maner. de *R,* cum pertinenciis, ac decem Meſſuagia, & viginti Acras terræ cum pertinenciis in *R, alias R,* ut jus & hereditatem ſuam: Et in quæ iidem *G,* & *W,* non habeant ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hunt* inde injuſte, & ſine judicio fec. præfat. *T, W,* & *R,* infra triginta Annos jam ult. elapſ. &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Maner. et Tenementis prædictis cum pertin. in Dominico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiendo inde exples ad valenciam, &c. Et in quæ &c. Et inde produc. ſectam, &c.

Et prædict. *G,* et *W,* in propriis perſonis ſuis ven. & defend. jus ſuum quando &c. Et voc. inde ad War. *A, C, W:* habeant eam hic a die *Paſchæ* in quinque ſepr. Et ſum. in Com. prædictis per Auxilium Curiæ, &c. Idem dies dat. eſt partibus prædictis hic &c. Et ſuper hoc præd. *G,* & *W,* po. lo. ſuis *C, B,* & *E, G,* conjunctim & diviſim verſus præfat. *T,* Vic. *W,* & *R,* de prædictis placitis &c. Et modo hic ad hunc diem, ſcilicet prædictas quinque ſepr. *Paſchæ* ven. tam prædictus, *T, W,* & *R,* in propriis perſonis ſuis, quam prædict. *G,* & *W,* per *C, B,* Attorn. ſuum prædictum. Et prædict. *A,* ſum &c. per *J, D,* Attorn. ſuum ſimiliter ven. & gratis Manerium, & Tenementa prædicta cum pertinenciis eis War. &c. Et ſuper hoc prædict. *T, W,* & *R,* petit verſus ipſam *A,* tenen. per War. ſuam Manerium & Tenementa prædict. cum pertinenciis in forma prædict. &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Manerio & Tenementis prædictis cum pertin. in Domi-

Return of the Sum. although they appear in the acknowledgment at Bar.

nico ſuo, ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde exples ad valenciam, &c. Et in quæ &c. Et inde produc. ſectam, &c.

Et prædict. *A*, tenens per War. ſuum defend. jus ſuum quando, &c. Et ulterius voc. inde ad War. *G*, *H*, Gen'; habeat eum hic a die Sanct. *Michaelis* in unum Menſem. Et ſum. in Com. prædictis per Auxilium Curiæ &c. Idem dies dat. eſt tam præfat. *T*, Vic. *W*, & *R*, *G*, & *W*, quam præfat. *A*, hic &c.

Alias, Prout patet Termino *Paſch'* Anno Regni Domini Regis nunc *Angliæ* quarto decimo Rot. 39. continetur ſic Alias prout patet Termino Sanct. *Michaelis*, Anno Regni Dom. Regis nunc *Angliæ* quarto decimo Rot. 56. continetur ſic: *Ebor. ſſ. T*, *W*, & *R*, *M*, in propriis perſonis ſuis per. verſus *G*, *R*, Ar. *W*, *B*, Gen. Manerium de *R*, cum pertin. decem Meſſuagia & viginti Acras terræ cum pertin. in *R*. ut jus & hereditatem ſuam. Et in quæ iidem *O*. & *W*. non habent ingreſſum niſi poſt diſſeiſinam, quam *Hugo Hun* inde injuſte, & ſine judicio fec. præfat. *T*, *W*, & *R*, infra triginta Annos jam ult. elapſ. &c. Et unde dic. quod ipſimet fuer. ſeiſit. de Manerio et Tenement. prædictis cum pertin. in Dominico ſuo, ut de feodo & jure, tempore pacis, tempore Domini Regis nunc capiend. inde exples ad valenciam, &c. Et in quæ, &c. Et inde produc. ſectam, &c.

Et predict. *S*. & *W*. ven. et defend. jus ſuum quando &c. Et voc. inde ad War. *A*. *C*. vid. habeant eam hic a die Paſche in quinque ſeptimanas. Et ſum. in Com. predictis per auxilium Cur. &c. Idem dies dat. eſt partib. predictis war. per Attorn. hic &c. Et ſuper hoc predict. *G*. et *W*. po. lo. ſuis *C*. *D*. et *E*. *G*. conjunctim et ſeviſim verſus prefat. *T*. *W*. et *R*. de predictis propr: &c. Et modo hic ad hunc diem, ſcilicet predicta; quinque ſeptimanas Paſche ven. tam predict. *T*. *W*. et *R*. in propriis perſonis ſuis quam predict. *G*. et *W*. per *C*. *B*. Attornatum ſuum predictum. Et predict. *A*. ſum. &c. Attornatum ſuum ſimiliter, et gratis manerium et tenementa predict. cum per in. eis war. &c. Et ſuper hoc predict. *T*. *W*. et *R*. pet. verſus ipſum *A*. tenemen um per war. ſuam manerium et tenementa predict. cum pertin. in forma predicta &c. Et unde dic. quod ipſimet fuer. ſeiſit. de manerio, et tenementis predictis cum pertin. in dominico ſuo ut de feodo et jure, tempore pacis, tempore Domini Regis nunc capiend. inde expl's ad valenciam &c. Et in que &c. Et inde produc. ſectam &c. Et predict. *A*. per war. ſuam defend. jus ſuum quando &c. Et ulterius voc. inde ad war. *G*. *H*. gen. habeant eum hic a die Sancti. Mich. in unum menſem, et ſum. in Com. predicto per auxilium Cur. &c. Idem dies dat. eſt tam prefat. *T*. vic. *W*. et *R*. et *G*. et *W*. quam prefat. *A*. hic &c. Ad quem menſem Sancti. Mich. hic ven. tam predict. *T*. *W*. et *R*. in propriis perſonis ſuis quam predict. *G*. et *W*. et predict. *A*. per Attornatum ſuum predict. Et predictus *G*. ſum. &c. per *T*. *W*. Attornatum ſuum ſimiliter, et gratis manerium et tenementa predicta cum pertin. ei war. &c. Et ſuper hoc predict. *T*. vic. *W*. et *R*. per. verſus ipſum *G*. tenen. per war. ſuam manerium et tenementa predicta cum pertin. in forma predicta &c. Et unde dic. quod ipſimet fuer. ſeiſit. de manerio, et tenementis predictis cum pertin. in domin. ſuo ut de feodo, et jure, tempore pacis, tempore Dom. Reg. nunc capiend.

capiend. inde exples ad valenciam &c. Et in que &c. Et inde produc. sect. &c. Et predictus *G.* tenens per war. suam defend. jus suum quando &c. Et ulterius voc. inde ad war. *Edw. Howse* qui similiter presens est hic in Cur. in propria persona sua, et gratis manerium et tenementa predicta cum pertin. ei war. &c. Et super hoc *T. W.* et *R.* per versus ipsum *E.* tenen. per war. suam maneium et tenementa predicta cum pertin. in forma predicta &c. Et unde dic. quod ipsimet fuer. seisit. de manerio et tenementis p edictis cum pertin. in dominico suo, ut de feodo et jure, tempore pacis, tempore Domini Regis, nunc capiend. inde exples ad valentiam &c. Et in que &c. Et inde produc. sectam, &c.

Et predictus *E.* tenens per war. suam defend. jus suum quando &c. Et dic. quod predictus *Hugo* non disseisivit prefat. *T. W.* et *R.* de maneio et tenementis predictis cum pertin. prout iidem *T. W.* et *R.* per breve et narrationem suu predicta superius suppon. Et de hoc pon. se super Patriam, &c.

Et predict. *T. W.* et *R.* Per. licentiam inde interloquendi, et habent &c. Et postea iidem *T. W.* & *R.* reven. hic in Cur. in propriis personis suis; et predictus *E.* licet solempnit. exact. non reven. sed in contempt. Cur. recessit et defalt. fac. Ideo cons. est quod predict. *T. W.* et *R.* recuperent seisinam suam ve sus prefat. *G.* et *W.* de maneio et tenementis predict. cum pertin. Et quod iidem *G.* et *W.* habeant de terra predict. *A.* ad valenciam &c. Et quod eadem *A.* ulterius habeat de terra predict. *G.* ad ulteriam. Et idem *Edw.* in misericordia. Et super hoc predicti *T. vic. W.* et *R.* per breve Domini Regis Vic. Com. predict. dirigend. de habere faciend. eis plenar. seisinam de manerio et tenementis predictis cum pertin. Et eis conced. mornabile hic in Oct. Sanctr Martini &c. Ad quem diem hic ven. predic. *T. W.* et *R.* in propriis personis suis. Et Vic. videlicet *T. L.* Mil. modo mand. quod ipse virtute brevis illius sibi direct. quinto decimo die *Novembris* ult. preterit. habuerit fec. prefat. *T.* Vic. *W.* et *R.* plenar. seisinam de maneio et tenementis predictis cum pertin. prout per breve illud sibi precept. fuit &c.

Alias, prout patet (ut in al. usque) quando &c. Et voc. inde ad war. *S. H.* gen. habeat eum hic in Oct. Sanctr. *Michaelis*. Et sum. in Com. predict. per auxilia Cur. &c. Idem dies dat. est partib. predict. hic &c. Ad quem diem loquela pred. adjornat. fuit per breve Dom. Regis de communi adjornamento hic, viz. apud *Westm.* in Com. Midd. usque, a die Sanctis *Michaelis* in unum mensem tunc proxime sequen. Ad quem diem loquela pred. ulterius adjornat. fuit per aliud breve dict. dom. Regis de Reading in Com. C. in crastinum animarum tunc proxime sequen. Et modo hic fcd. q. predict. villata dec. Dom. Regis de *R.* ad hunc diem loq. pred. Crastinum Animarum ven. tam predict. *H.* per. in propria persona sua quam predict. *G.* tenens per Attorn. suum predict. Et predictus Voc. fuit &c. per *R. C.* Attorn. suum similiter ven. et gratis tenementa predict. cum pertin. ei war. &c. Et super hoc predict. *H.* per. versus ipsum *S.* tenen. per war. suam tenementa predict. cum pertin. in forma predict. &c. Et unde dic. quod ipsemet fuit seisit. de tenementis predict. cum pertin. in dominico suo ut de feodo et jure, tempore pacis, tempore Dom. Regis nunc capiend inde exples ad valenciam &c. Et in que &c. Et inde produc. sectam &c.

Sum. in Recup. pro voc. cum adjornament. A Westm. al. R. et retro.

Adjornament. usque Reading.

Pred. et tenens per war. suam defend. jus suum quando &c. Et ulterius voc. inde ad war. *D. B.* habeat eum hic a die Pasche in xv. dies. Et sum. in Com. pa. auxilium Cur. &c. Idem dies datus est eam prefat. *H.* & *G.* quam prefat. *S.* &c. Ad quem diem loquela predict. adjornat. fuit per breve Dom. Regis de comm. usi Adjornament. a villa dict. Dom. Regis de Reading in Com. D. usque ad Westm. in Com. Midd. usque ad eandem xv. Pasche &c.

Adjournment. a Reading usq; Westm.

Ebor. ss. *R. M.* Ar. & *W. B.* gen. in propriis personis suis pet. versus *T. W.* Castrum, maneria de *H.* cum pertin. ac duas mille acras terre, septingentas acras prati, mille acras pasture cum pertin. in *K. K.* Necnon advocationem Ecclesie de *H.* ut jus & hereditatem suam. Et in que idem *T.* non habeat ingressum nisi post disseisinam quam *Hugo Hus* inde injuste & sine judicio fec. prefat. *R.* & *W.* infra triginta Annos jam ult. elapl. &c. Et unde dic. quod ipsimet fuer. seisit. de *C.* maneriis & tenementis predictis cum pertin. in dominico suo ut de feodo et jure, et de advocatione predict. ut de feodo et jure, tempore pacis, tempore Dom. Regis nunc capiend inde exples ad valenciam &c. Et in que &c. Et inde produc. sectam &c.

Intratio recuperationis pro Castro, maneriis, tenementis & advocatione Ecclesie, vac. ubi pet. & ten. comperuer. in prop. persunis.

Et predict. *T. W.* in propria persona sua ven. et defend. jus suum quando &c. Et voc. inde ad war. *E. H.* qui presens est hic in Cur. in propria persona sua: Et gratis Castrum, maneria et tenementa predict. cum pertin. ac advocationem predict. ei war. &c. Et super hoc predict. *R. M.* et *W. B.* pet. versus ipsum *T. W.* tenen. per war. suam Castrum, maneria et tenement. cum pertin. ac advocationem predict. in forma predict. &c. Et unde dic. quod ipsimet fuer. seisit. de Castro, maneriis et tenementis predictis cum pertin. in dominico suo ut de feodo et jure, et de advocatione predict. ut de feodo et jure, tempore pacis, tempore Dom. Regis nunc capiendo inde exples ad valenciam &c. Et in que &c. Et inde produc. &c.

Et predictus *E.* teneus per war. suam defend. jus suum quando &c. Et dic. quod predict. *Hugo* non disseisivit prefat. *R.* et *W.* de Castro, maneriis et tenementis predictis cum pertin. ac de advocatione predict. prout predict. *R.* & *W.* per breve et narrationem sua predict. superjus suppon. Et de hoc pon. se super Patriam, &c.

Et predict. *R.* et *VV.* reven. hic in Cur. isto eodem Termino in propriis personis suis, et predictus *E.* licet solempnit. exist. non reven. sed in contempt. Cur. recessit, et defalt. fac. Ideo conc. est quod predic. R. et W. recuperent seisinam suam versus prefat. *T.* de Castro, maneriis et tenementis predict. cum pertin. ac de advocatione predic. Et quod idem *T.* habeat de terra predict. *E.* ad valenciam &c. Et idem *E.* in misericordia &c. Et super hoc predict. *R.* et *VV.* per. breve Dom. Regis Vic. Com. predict. dirigend. de habere faciend. eis plenar. seisinam de Castro, maneriis et tenementis predict. cum pertin. ac de advocatione predict. Et eis concedit. returnabile &c. ult. die. Postea scilicet die *J.* isto eodem Termino ven. hic in Cur. predict. *R.* et *VV.* in propriis personis suis Et Vic. videlicet *A. R.* Mil. modo mand. quod ipse virtute brevis illius sibi direct. xxx i. die *M.* ult. preterit. habere fec. prefat. *R.* et *W.* plenar. seisinam de Castro, maneriis et tenementis predictis cum pertin. ac de advocatione predict. prout. per breve illud sibi precept. fuit &c. Pasch. xiii. Car. Regis Rot. xvi.

Glo

G *Lond. ſſ. S, S,* Gen. in propria perſona ſua pet. verſus *R, N,* Ar. & *W, S,* Ar. Manerium de *S,* cum pertin. ac viginti Meſſuagia, decem toſta, quinque Molendina, tria Columbar. viginti gardina, treſcentas acras terræ, Centum acras prati, treſcentas acras Paſturæ, triginta acras boſci, ſexaginta ſolidat reddit. Com. Paſturæ, et omnino averiis cum pertin. in *S,* &c. nec non Rectoriam de *L,* cum pertin. ac etiam quaſdam Portiones decimarum annuatim provenien. creſcen. ſeu renovan. in *K,* ac advocationem Vicariæ Eccleſiæ de *L.* ut jus et hereditatem ſuam: Et in quæ idem *R,* non habet ingreſſum niſi poſt diſſeiſinam quam *Hugo Hunt* inde injuſte et ſine judicio fec. præfat. *S,* infra triginta Annos, &c. Et unde dic. quod ipſemet fuit ſeiſit. de Manerio, Tenementis reddit. Com. Paſturæ, et Rectoria prædictis, ac de Portionibus decimarum prædicta um in dominico ſuo, ut de feodo et jure, ac de advocatione prædicta, ut de feodo et jure, tempore pacis, tempore Dom. Regis nunc capiendo inde explec. ad valenciam, &c. Et in quæ &c. Et inde produc. ſectam, &c.

Et præd. *R* & *W,* in propriis perſonis ſuis, ven. et defend. jus ſuum, quando, &c. Et voc. inde ad War. *E, S,* Generoſum, qui præſens eſt hic in Cur. in propria perſona ſua. Et gratis Maner. Tenementa, reddit. Com. Paſturæ & Rectoriam præd. cum pertin. et portiones decimarum et advocationem eis War. &c. Et ſuper hoc prædictus *S,* pet. verſus ipſum *E,* tenen. per War. ſuam Maner. Tenementa reddit. Com. Paſturæ & Rectoriam præd. cum pertin. et Portiones decimarum ac advocationem prædict. in forma prædict. &c. Et unde dic. quod ipſemet fuit ſeiſit. (ut ſupra, et in al. &c.

Writs and Recoveries.

C Arolus Vic. eborum S. lutem. Sum. per bonos ſum. *W. C.* & *J. C.* Vouches, quod ſint coram Juſtic. noſtris apud Weſtm. a die Sanctæ Trin. in xv. dies, ad war. *W. P.* et *B. P.* tenen. (*M. &c.* recitand. omnes parcellas, ut in b. eve del. entrie) que *W. S.* et *W. B.* (demand.) in Cur. noſtra coram Juſtic. noſtris apud Weſtm. clam. ut jus ſuum verſus prefat. *W. P.* & *R.* per breve noſtrum de Ingr. ſuper diſſeiſinam in le poſt. Et unde iidem *W.* et *R.* in eadem Cur. noſtr. voc. prædicto *W. C.* et *J.* ſum. in Com. tuo ad war. verſus eos (demand.) et habeas ibi Sum. et hoc breve. *T. O. B.* apud *W.* vj. die Febr. Anno Regni noſtri xvij.

Reforne inde ſum. Ric. Fenu. *Joh. D. Joh. Ranſden Mil.* voc. Note, that the Writ of Summons muſt bear the *T.* of the return of the Writ of Entry.

Carolus, &c. Vic. Hertf. Salutem. Scias quod *J. P.* gen. in Cur. noſtr. coram Juſtic. noſtris apud Weſtm. recuperavit ſeiſinam ſuam verſus *A.* de uno Meſſuagio, &c. per breve noſtr. de ingr. ſuper diſſeiſinam in le poſt. Ideo tibi precipimus quod prefat. *I.* plenar. ſeiſinam de tenementis prædictis cum pertin. ſine dilatione habere fac. et qualit. hoc preceptum noſtr. fueris execut. conſtare fac. Juſtic. noſtris apud Weſtm. (indilate) vel in Craſ. Trin. Et habeas ibi hoc breve *T. &c.*

Virtute iſtius brevis mihi direct. ſextodecimo die *Maij*, Anno infra ſcript. habere feci infranominat. *I.* plenar. ſeiſinam de tenementis infraſpec. cum pertin. prout interius mihi precipitur.

Radulphus Freeman Ar. vic.

Gulſton ſſ. Paſ. xiv. Car. Secund. Rot. xxxiv. cum al. prout patet Mich. xij. Car. Secund. Rot. xxvj.

In miſer &c. Et ſuper hoc prædict. *G.* et *R.* dic. quod præd. *I. R.* eſt Vic. Com. præd. Et ea de cauſa pet. breve Domini Regis de habere faciend. eis plenar. ſeiſinam de Manerio, &c. cum pertin. Coronatoribus Com. præd. dirigend. Et quia ſatis conſtat Cur. hic per retorn. brevium Com. prædict. hic in Cur. reſiden. quod allegat. prædict. vera conſtitit. Ideo prec. eſt Coronatoribus Com. prædict. quod habere fac. prefat. *G.* et *R.* plenar. ſeiſinam de Manerio, *&c.* cum pertin. et qualit. &c. iidem Coronatores conſtare fec. hic indilate, &c. Poſtea ſcil. xxij. die *Maij*, iſto eodem Termino ven. hic in Cur. præd. *G.* & *R.* in propriis perſonis ſuis. Et quatuor Coronatores Domini Regis Com. prædict. videl. *R. L. E. B.* et *I. B.* modo mand. quod ipſe virtute brevis prædict. ſibi direct. xv. die *M.* ult. preterit. habere fecerunt prefat. *G.* et *R.* plenar. ſeiſinam de maner. &c. cum pertin. prout per breve illud ſibi precept. fuit.

The Form of a Licence to Preach, and ſerve a Cure.

G. Dilecto nobis in Chriſto *A. B.* Clerico, Salutem et gratiam. Litterarum ſacrarum ſcientia, vita probitas et aliæ virtutis et prudentiæ dotes, quibus nobis commendatus exiſtis. Nos merito inducunt ut in commodum eccleſiæ ſuſcitemus hæc dona tibi divinitus data. Ad predicandam igiur et proponendum verbum dei ſermone Latino ſeu vulgari Clero et populo in quacunque eccleſia, per totam dioceſin noſtram, nec non ad peragendum officium Curati parochialis in eccleſia parochiali de *M.* noſtræ dioceſeos in precibus communibus aliiſque miniſteriis eccleſiaſticis ad officium Presbyteri pertinentibus, juxta formam deſcriptam in libro publicarum precum auctoritate Parlamenti hujus incly i Regni editarum et ſtabilitarum, et regias injunctiones in ea parte editas et publicatas et non aliter neque alio modo (dum te laudabiliter geſſeris.) Licentiam et facultatem tibi tenore præſentium concedimus et impertimur, ad noſtrum beneplacitum tantum modo duraturam. In cujus rei teſtimonium ſigillum noſtrum præſentibus appoſuimus. Dat.

A Licenſe to perform the Office of a Deacon, and to Preach.

G. Dilecto nobis in Chriſto *A. B.* Diacono, ſalutem et gratiam. Ad peragendum officium Diaconi donec ſacram Presbyteratus ordinem adeptus fueris, ac etiam ad peragendum officium Curati Parochialis, tam in Eccleſia Parochiali de *M.* noſtræ Dioceſeos quam in quacunque alia Eccleſia, infra eandem dioceſin, ubilibet conſtituta, in precibus communibus

ad

ad officium veſtrum pertinentibus, juxta formam deſcriptam in libro publicarum precum auctoritate Parlamenti hujus inclyti Regni *Angliæ*, editarum & ſtabilitarum, ac Canones & Conſtitutiones in ea parte publicat. et legitime ſtabilit. et non aliter, neq; alio modo: Necnon ad predicandum & proponendum verbum Dei, juxta talentum tibi a Domino concreditum, in quibuſcunque Eccleſiis, ſive locis Eccleſiaſticis, ad hoc accommodatis & decentibus, in & per Dioceſin prædictam Sermone Latino ſeu vulgari. Tibi de cujus fidelitate, doctrina, & erga Sacroſanctum Dei Evangelium zelo, ſecundum ſcientiam, ac morum probitate, ac ſanæ conſcientiæ puritate, plurimam in domino fiduciam concepimus, (ſubſcribenti prius tribus illis articulis in hac parte ſubſcribendis, ac juramentum ſupremitatis Regiæ Majeſtatis præſtanti et ſubeunti) plenam & liberam, tenore præſentium, concedimus poteſtatem. Teq; in ea parte licentiamus per præſentes, tamdiu duntaxat duraturus, donec aliud a nobis inde habueris in mandatis. Teq; in ſuper monemus, ut ſacras litterus ſyncere & pure tractas, eaſq; prudenti cum ſimplicitate populo diligenter exponas; ac in ſermonibus tuis contentiones de rebus jam conſtitutis ſuſcitas vel ſpargas, neve alterationem aut immutationem quamcunque in Doctrina aut cæremoniis ſuadeas, præter eam quam Regia Majeſtas auctoritate publica fecit. Quod item te facturum propria manus tuæ ſubſcriptione teſtatus es. In cujus rei teſtimonium ſigillum noſtrum præſentibus apponi fecimus. Dat.

A Licenſe to practice Surgery.

G. Dilecto nobis in Chriſto *T. D.* de in Chirurgia profeſſori, ſalutem & gratiam. Cum ex fide digna relatione acceperimus, te in arte ſive facultate Chirurgiæ, per non modicum tempus verſatum fuiſſe, multiſque de ſalute & ſanitate corporis vere deſperatis (Deo omnipotente adjuvante) ſubveniſſe, eoſdemque curaſſe; Necnon in arte ſive facultate prædicta, multorum peritorum luneabili teſtimonio, pro experientia, fidelitate, diligentia, & induſtria tuis, circa curas quas ſuſceperis peragerdas, in hujuſmodi arte ſive facultate, merito commendatum eſſe. Ad practicandum igitur & exercendum dictam artem ſive facultatem Chirurgiæ, in & per Dioceſin, ex cauſis prædictis, aliiſque nos in hac parte juſte moventibus, (præſtito primitus per te juramento de agnoſcendo Regiam ſupremam poteſtatem in cauſis Eccleſiaſticis & temporalibus; Ac de renunciando, refutando, & recuſando omni & omnimodo juriſdictioni, poteſtati, auctoritati, & ſuperioritati foraneis, juxta vim, formam, & effectum Statuti Parlamenti hujus inclyti Regni *Angliæ* in ea parte editi & proviſi,) quantum nobis per Statuta hujus Regni *Angliæ* licet, & non aliter, neque alio modo, te admittimus & approbamus. Tibiq; licentiam et facultatem noſtras in hac parte tenore præſentium (quamdiu te bene et laudabiliter geſſeris) benigne concedimus et elargimur. In cujus rei teſtimonium Sigillum quo in hac parte utimur, præſentibus apponi fecimus. Dat.

A Diſpenſation to receive the Order of Deacon.

GTem & gratiam. Ut a quocunque Epiſcopo Catholico, officii ſui executionem obtinente & exercente, in quacunque Eccleſia, ſive Capella, ubi Epiſcopus hujuſmodi moram traxerit, per Provincium noſtrum Cantuarienſem, ubilibet conſtitut. aliquo die feſto, ſive profeſto, etiamſi extra tempora a jure Canonibus & conſtitutionibus Eccleſiaſticis Statuta id fieri contigerit, ad ſacrum diaconatus ordinem, juxta morem & ritum Eccleſiæ Anglicanæ, in ea parte pie & ſalubriter editum & ordinatum, licite valeas promoveri, dummodo ætate, moribus, & literatura, idoneus repertus fueris. Super quibus Ordinantis conſcientiam diſtricte oneramus, ac modo aliud Canonicum tibi in ea parte non obſiſtat impedimentum, licentiam & facultatem noſtras, tam cuicunque Catholico Epiſcopo hujuſmodi ordinem conferendi, quam tibi eandem recipiendi benigne concedimus ut impertimur per præſentes, contrariis Canonum inſtitutis non obſtantibus quibuſcunque. In cujus rei teſtimonium ſigillum quo in hac parte utimur præſentibus apponi fecimus. Dat.

A Licenſe for a School-Maſter to teach Children.

GIutem & gratiam. Ad inſtruendum, erudiendum, & informandum quoſcunque pueros in litteris Gramaticalibus, aliiſque documenti ſciciis & honeſtis, ac de jure, legibus, ſtatutis, & conſtitutionibus hujus inclyti Regni *Angliæ* in ea parte permiſſis & approbatis, in quocunque loco publico vel privato tuo arbitrio eligendo, ac juxta leges, ſtatuta, & conſtitutiones in ea parte editas & proviſas, & non aliter, tam in libera Schola de *H.* in Com. *C.* quam in quocunque alio loco in & per Dioceſin *L.* noſtræ *Cantuarienſis* Provinciæ, ubilibet conſtituto. Tibi, de cujus fidelitate, litterarum ſcientia, conſcientiæ puritate, morum probitate, & diligentia, plurimum confidimus (præſtito prius per te juramento de agnoſcendo Regiam ſupremam poteſtatem in cauſis Eccleſiaſticis & temporalibus, ac de renunciando, refutando, & recuſando omni & omnimodæ Juriſdictioni, poteſtati, auctoritati, & ſuperioritati forineis, juxta vim, formam, & effectum Statuti Parlamenti in ea parte editi, Subſcriptisq; per te tribus illis articulis deſcripto in 36 Capitulo libri conſtitutionum ſive Canorum Eccleſiaſticorum, Anno Dom. 1604. Regia auctoritate editorum & promulgatorum, in hunc modum, *viz.* Primo & tertio articulis integris & ſecundi articuli duobus prioribus membris,) licentiam & facultatem noſtras, tenore præſentium concedimus & impertimur, ad noſtrum beneplacitum tantummodo duraturam. Proviſo ſemper, quod Catechiſmum publica auctoritate editum, & nullum alium Catechiſmum Latino ſeu vulgari idiomate ſingulis hebdomadis Diſcipulos tuos, inter alia, publice doceas, & ad Eccleſiam intra cujus Parochiam de tempore in tempus offi.ium Ludimagiſtri

ſtri exercebis, ſingulis diebus Dominicis & Feſtivis, cum omnibus diſcipulis tecum cohabitantibus ad conciones & divina audiendum diligenter accedas ac frequentes. Proviſo etiam quod in nullius Recuſanti utriuſque ſectæ ædibus quoicunque pueros niſi de & cum expreſſo conſenſu noſtro vel Epiſcopi loci, pro tempore exiſtentis, ſub manus noſtræ vel iſtius Epiſcopi ſubſcriptione habito & obtento juxta ſtatuta & conſtitutiones antedict. edit. & proviſ. edoceas aut inſtituas. In cujus rei teſtimonium ſigillum quo in hac parte utimur præſentibus apponi fecimus. Dat.

A Licenſe to eat Fleſh in Lent.

G. Dilecto nobis in Chriſto *A. B.* Salutem & gratiam. Cum leges ad omnium utilitatem conditæ, ad ſalutem ſingulorum de rigore ſuo aliquid remittere etiam ipſæ cupiant: Nos, partim ex relatione tua, partim ex aliorum fide dignorum teſtimonio, intelligentes te nonnullis & diuturnis corporis tui infirmitatibus ita affectum fuiſſe & eſſe, Quod piſcium eſus ſanitati corporis tui contrarius & admodum nocivus exiſtit, ac propterea ſalutem tuam ex animo exoptantes, permittimus & indulgemus tibi, ut una cum valetudinariis arbitrio tuo eligentis, & ad menſam tuam invitandis, quibuſvis carnibus ad ſalutem tuam conferentibus (exceptis carnibus acto Parlamenti Anno quinto Regni nuper ſereniſſimæ Dominæ noſtræ *Elizabethæ* Reginæ in ea parte edito & proviſo, nominatim prohibitis) juxta tenorem & effectum dicti Statuti, & non aliter, neque alio modo, cum debitu gratiarum actione quibuſvis diebus & temporibus publice vetitis, in egra conſcientia, durante hoc tempore Quadrageſimali tantum veſci poſſis. Proviſo ſemper quod ſobrie id et frugaliter, caute item, juxta edicta & ordinationes Regia auctoritate ſtabilit. & ad evitandum publicum ſcandalum quoad ejus fieri poſſit, recte non palam facias, nec ad dictum valetudinis tuæ cauſa tibi permiſſum, alios convivas aliter quam ſuperius eſt expreſſum admittas. Proviſo etiam quod tales & tantas pecuniarum ſummas Ciſtæ pauperum Parochiæ intra quam habitas quales & quantæ in Statuto in ea parte edito exprimuntur, conferes & numerabis, juxta tenorem dicti Statuti. Quodque omnia & ſingula alia perimplebis & obſervabis quæ in dicto Statuto continentur. In cujus rei in teſtimonium, &c.

A Qualification for a Chaplain.

OMnibus Chriſti fidelibus, ad quos hoc preſens ſcriptum pervenerit, *A. B.* Salutem in Domino. Noveritis me præfatum *A. B.* recepiſſe & admiſiſſe dilectum mihi in Chriſto Clericum ob ejus vitæ & morum integritatem, ſanamque doctrinam, ac alia virtutum merita quibus eam Deus optimus maximus inſignivit, in Capellanum meum domeſticum & familiarem. Ipſumque in numerum Capellanorum meorum domeſticorum, ad effectualiter conſequendum omnia & ſingula privilegia, gratias, libertates, & provenientias Capellanorum Epiſcoporum, Procerum, & Barorum, hujus Regni *Angliæ*, per Statutum Parliamenti ejuſdem Regni indult. & conceſs. aggregaſſe. Quocirca hoc univerſitati veſtræ atteſtatum & declaratum eſſe volumus per præſentes. In cujus rei teſtimonium ſigillum meum ad arma præſentibus appoſui. Dat.

A Sequeſtration of the Fruits and Profits of a Church, during the Vacancy thereof.

G. Dilect. nobis in Chriſto *A. B.* & *C. D.* Gardianis modernis Eccleſiæ Parochialis de *E.* in Comitatu & Dioceſi Salutem et gratiam. Cum uti ex fide digna relatione accepimus eccleſiam de *E.* prædict. per mortem naturalem Clerici ultimi incumbentis in eadem, jam vacua exiſtit & Rectore idoneo deſtituta; Cujus prætextu dicta Eccleſia Parochialis de *E.* in divinis officiis & aliis requiſitis penitus inofficiat. exiſtit, prout etiam de veriſimili erit in futurum, niſi de celeri remedio in hac parte congrue provideatur. Nos igitur nolentes præmiſſa conniventibus oculis præterire, ſed eis pro officii noſtri debito, quantum in nobis eſt, ſubvenire volentes. Omnes & ſingulos fructus, decimas, redditus, proventus, obventiones, commoditates, & cetera emolumenta Eccleſiaſtica, ad dictam Eccleſiam Parochialem quomodolibet ſpectan. & pertinen. ex officio noſtro duximus ſequeſtrand. & hujuſmodi ſequeſtri noſtri cuſtodiam vobis conjunctim & diviſim committendam juſticia id exigente, prout etiam ſic Sequeſtramus & vobis conjunctim & diviſim committimus per præſentes. Ad publicandum igitur hujuſmodi Sequeſtrationem noſtram, ſic per nos interpoſitam, omnibus & ſingulis quorum intereſt in hac parte; Necnon ad colligendum, levandum, & recipiend. omnes & ſingulos fructus, decimas, obventiones, commoditates, & cætera emolumenta Eccleſiaſtica, quæcunque ad dictam Eccleſiam Parochialem de *E.* quoquo modo ſpectan. & pertinen. easque & ea ſic collect. levat. & percept. ſub ſalvo & tuto Sequeſtro cuſtodiend. et conſervand. ac quæ temporis mora de veriſimili futura ſunt deteriora juſto pretio alienand. & venditioni exponend. atque de collectis, levatis, et perceptis hujuſmodi Curæ dictæ Eccleſiæ Parochialis de *E.* in divinis officiis et aliis requiſitis debite deſervire, ac omnia onera eidem Eccleſiæ incumbentia ſupportari faciendum et cauſandum, ac de reſiduo ſic collecto, levato,

vato, et percepto, fidele Computum ſive ratiocinium, cum ad hoc congrue fueritis requiſiti, juſte reddendum et faciendum. Cæteraque omnia et ſingula alia faciend. gerend. et expediend. quæ in hac parte de jure neceſſaria fuerint, ſeu quomodolibet opportuna, Vobis conjunctim et diviſim vices et auctoritatem noſtras committimus per præſentes, tantiſper duraturas quoad eas duxerimus relaxandas. In cujus rei teſtimonium.

A Citation of a Clerk into a Benefice or Parſonage.

GIlecto nobis in Chriſto *A. B.* Clerico Salutem et gratiam. Ad Rectoriam de in Comitatu et Dioceſi per mortem naturalem *C. D.* Clerici ultimi incumbentis in eadem, jam legitime vacantem; Ad quam per verum et indubitatum ut dicitur Patronum ejuſdem, Nobis præſentatus exiſtis. Te primitus non ſolum de agnoſcendo regiam ſupremam poteſtatem et auctoritatem in cauſis Eccleſiaſticis et temporalibus, Ac de renuntiando, refutando, et recuſando omni & omnimodæ juriſdictioni, poteſtati, auctoritati, et ſuperioritati foraneis; Ac de fidelitate et allegiantia eidem Regiæ Majeſtati præſtanda, juxta vim, formam, et effectum Statuti Parlamenti hujus inclyti Regni *Angliæ* in ea parte editi & proviſi; Nec non de legitima & Canonica obedientia nobis, & Ordinario loci pro tempore exiſtenti, in omnibus licitis et honeſtis mandatis per te præſtanda & exhibenda: Verumetiam quod nulla Simoniaca conventione ſeu pravitate intervenehien. te ad dictam Rectoriam de promoveri procuraſti ſeu ſciente vel aſſentiente alius quiſquam procuravit, juxta Canonem in ea parte editum & proviſum. Ad Sancta Dei Evangelia rite juratum; Nec non articulis de quibus in Synodo *London* communi conſenſu Archiepiſcoporum, Epiſcoporum, & Cleri utriuſque Provinciæ *Cantuarienſis* & *Eboracenſis* conſenſum eſt, Anno Domini, juxta ſtilum Eccleſiæ Anglicanæ, Milleſimo, Quingenteſimo, Sexageſimo ſecundo; Necnon tribus articulis in Canonibus Eccleſiaſticis, Anno Domini, Milleſimo Sexcenteſimo quarto editis, & in tricesimo ſexto Canone eorundem deſcriptis, manu ſua propria coram nobis ſubſcribentem, admittimus: Teque Rectorem ejuſdem, ac in & de eadem, cum ſuis juribus, membris, & pertinentiis univerſis inſtituimus Canonice, & inveſtimus Curam & regimen animarum Parochianorum ibidem tibi in Domino committentes, prout committimus per præſentes. Juribus noſtris Epiſcopalibus & Eccleſiæ noſtræ Cathedralis dignitate & honore in omnibus ſemper ſalvis. In cujus rei teſtimonium Sigillum noſtrum Epiſcopale præſentibus appoſuimus. Dat.

Letters

Letters Teſtimonial, upon the Inſtitution.

UNiverſis & ſingulis Chriſti fidelibus, præſentes literas noſtras teſtimoniales viſuris, lecturis, & audituris, aut quos infra ſcripta tangunt ſeu tangere poterint, quomodolibet in futurum, *G.* Salutem in domino ſempiternam ac fidem indubiam præſentibus adhiberi. Ad univerſitatis veſtræ deducimus & deduci volumus per præſentes, Quod die dat. præſentium conſtitutus perſonaliter coram nobis *A. B.* Clericus ad Rectoriam de in Comitatu & Dioceſi præſentatus Articulis de quibus in Synodo *Londinenſi* communi aſſenſu Archiepiſcoporum, Epiſcoporum, & Cleri utriuſque Provinciæ Cantuarienſis & Eboracenſis conſenſum eſt, Anno Domini, juxta ſtilam Eccleſiæ Anglicanæ, 1562. Necnon tribus articulis in Canonibus Eccleſiaſticis Anno Dom. 1604. editis & in 36 Canone eorundem deſcriptis, manu ſua propria in præſentia noſtra ante admiſſionem ſuam ad dictam Rectoriam reſpective ſubſcripſit. Ac poſtea juramentum de Canonica obedientia Nobis & ſucceſſoribus noſtris pro tempore exiſtentibus in omnibus licitis & honeſtis præſtanda & exhibenda. Nec non juramentum de Simonia per eum non commiſſa, ſive perpetrata, pro vel de procuratione ejuſdem Rectoriæ ad Sancta Dei Evangelia per eum corporaliter tacta & deoſculata, coram nobis præſtitit ac ſubivit, juxta Canonem in ea parte editum. In quorum omnium & ſingulorum præmiſſorum fidem & teſtimonium, præſentes literas noſtras teſtimoniales ſibi exinde fieri & ſigilli noſtri appenſione muniri fecimus. Dat.

The Condition of a Bond, wherein the Clerk, at his Inſtitution, is bound to the Biſhop.

NOverint, *&c. Me* A. B. *Clericum teneri & firmiter obligari Reverendo in Chriſto Patri & Domino Epiſcopo, &c.*

THe Condition of this Obligation is ſuch, That whereas the within named Reverend Father in God Lord Biſhop of hath at the Preſentation of admitted and inſtituted the within bounden *A. B.* in and to the Pariſh-Church of in the County of and Dioceſs of If therefore he the ſaid *A. B.* his Heirs, Executors, and Adminiſtrators, do and ſhall at all times hereafter, and from time to time, defend, ſave, and keep harmleſs the ſaid Lord Biſhop of his Officers, Miniſters, and every of them, from all manner of perſons whatſoever, having, or pretending to have, any Right, Title, or Intereſt, in or to the ſaid Rectory, or Pariſh-Church of aforeſaid, or in the Patronage thereof, for this preſent Vacation. And moreover, if hereafter it ſhall happen, any perſon or perſons, other then the ſaid alleadged Patron, to have any Right, Title, or Intereſt, in or to the ſaid Rectory or Pa-

riſh

ſh-Church, & Patronage thereof, for this preſent Vacation, for or by reaſon of any Advowſon, Gift, Grant, or by any other lawful means whatſoever, in ſuch ſort that the Patronage thereof ſhall be evicted by order of the Lawes of this Realm: That then, and in ſuch caſe, the ſaid *A. B.* Clerk, ſhall immediately after lawful requeſt to him in that behalf to be made, quietly reſign the ſaid Rectory or Pariſh-Church of into the hands of the Ordinary for the time being; That then this preſent Obligation to be void and of none effect: Or elſe to ſtand and remain in full force and vertue.

A Mandate for Induction.

GOleate vel negligente, univerſis & ſingulis Rectoribus, Vicariis, Capellanis, Clericis, & Miniſtris quibuſcunq; per Dioceſim noſtram ubilibet conſtitutis, Salutem. Cum nos dilectam nobis in Chriſto *A.B.* Clericum, Ad Rectoriam Eccleſiæ Parochial. de in Com. et Dioceſ. per mortem naturalem ultimi incumbentis ibidem; dudum ut dicitur vacantem, ad quam per Patronum ejuſdem nobis præſentatus extitit, admiſerimus; Ipſumq; Rectorem ejuſdem, ac in et de eadem, obſervatis de jure legibus et Canonibus in ea requiſitis et obſervandis, viſtituerimus canonice, & inveſtiverimus cum ſuis viribus & pertinentiis univerſis. Vobis igitur conjunctim et divisim committimus, ac ſtrictiter injungendo Mandamus, quatenus eundem *A. B.* Clericum, ſeu Procuratorem ſuum legitimum, ejus nomine, et pro eo, in realem, actualem, & corporalem poſſeſſionem ipſius Rectoriæ & Eccleſiæ Parochialis de prædict. juriumq; & pertinentium ſuorum univerſorum inducatis, inducive faciatis, & inductum defendatis. Et quid in præmiſſis feceritis, Nos, aut Vicarium noſtrum in ſpiritualibus generalem, et Officialem principalem, aut alium Judicem, in hac parte competentem, quemcunq; debite certificetis, cum ad hoc congrue fueritis requiſiti, ſeu ſic certificet ille veſtrum, qui præſens hoc noſtrum Mandatum fuerit executus. Dat. ſub ſigillo noſtro &c.

A Reſignation of a Parſonage.

IN Dei nomine Amen. Coram vobis Notario publico, publicaq; & auctentica perſona ac teſtibus fide dignis hic præſentibus; Ego *A.B.* Rector et incumbens Eccleſiæ Parochialis de in Com. et Dioceſi Volens & affectans ex certis cauſis & conſiderationibus veris, juſtis & legitimis me in hac parte ſpecialiter moventibus, ab onere, cura & regimine dictæ meæ Rectoriæ de et pertinentiis ejuſdem exui penitus & exonerari; Eandem Rectoriam meam & Eccleſiam Parochialem prædictam una cum ſuis juribus membris & pertinentiis univerſis in manus Reverendi Patris permiſſione Divina Epiſcopi, ſoci illius Ordinarii & Dioceſani, ſeu ſive Vicarii in Spiritualibus generalis, ſeu alterius cujuſcunq; hanc meam reſignationem admittend. poteſtatem habentis vel habituri, non vi vel metu coactus, nec dolo malo ad id inductus, nec aliqua ſiniſtra machinatione circumventus

ventus, ſed ex certa ſcientia, animo deliberato, et ſpontanea voluntate meis, pure, ſimpliciter et abſolute reſigno, ac re et verbo vacuam dimitto; Juri, quoque titulo & poſſeſſioni meis in eadem Rectoria ſive Eccleſia parochiali, una cum ſuis Juribus, membris, et pertinentiis vniverſis præhabitis, et hactenus mihi competentibus, omnibus et ſingulis renuntio, eiſdemq; cedo, et ab eiſdem recedo tenore præſentium expreſſe in hiis ſcriptis.

Letters of Orders.

TEnore præſentium Nos permiſſione divina Epiſcopus Notum facimus univerſis, Quod die dominico, viz. die menſis Anno Domini In Eccleſia de Nos Epiſcopus antedictus ſacros Ordines dei Omnipotentis preſidio publice celebrantes, dilectum nobis in Chriſto *A. B.* de vita ſua laudabili et morum et virtutum ſuarum donis nobis in hac parte multifariam commendatum, atque in ſacrarum literarum doctrina et ſcientia ſufficienter eruditum, ac per nos approbatum, ad ſacrum Diaconatus ordinem primo, et deinde eadem die in loco prædicto ad ſacrum Presbyteratus ordinem, vigore et auctoritate cujuſdam diſpenſationis ſibi in ea parte factæ et commiſſæ, juxta morem et ritum Eccleſiæ Anglicanæ in hac parte pie & ſalubriter editum et ordinatum; admiſimus et promovebamus: Ipſumq; in Diaconum et ſucceſſive in Presbyterum rite et legitime tunc et ibidem ordinavimus. In cujus rei teſtimonium ſigillum noſtrum Epiſcopale præſentibus appoſuimus. Dat. die, menſe, Anno et loco ſupradictis.

The Form of a Licenſe for Marriage.

GProvidentia divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas et Metropolitanus. Dilectis nobis in Chriſto *D. C.* parochiæ de *B.* filio naturali et legitimo *J. C.* parochiæ de *F.* generoſo, et *N. O.* puellæ filiæ naturali et legitimæ *B. O.* parochiæ de *M.* noſtræ Cantuarienſis provinciæ, Salutem. Cum vos (uti aſſeritur) ad ſolemnizationem matrimonii veri et legitimi de expreſſo conſenſu et aſſenſu parentum et gubernatorum veſtrorum, ac utriuſq; veſtrum, procedere decreveritis: Illudq; in faciem Eccleſiæ cum ea qua fieri poterit matura celeritate ſolemnizari facere et obtinere magnopere deſideretis: Nos volentes ut honeſta hæc veſtra deſideria debitum celerius conſequantur effectum: ut igitur matrimonium hujuſmodi in eccleſia de *F.* (exprimendo eccleſiam alterius contrahentium vel patrum aut gubernatorum ſuorum) per Rectorem, Vicarium ſeu Curatum ejuſdem Eccleſiæ Bannis matrimonialibus unica vice tempore ſolemnizationis ejuſdem matrimonii (uti moris eſt) publice editis libere et licite ſolemnizari facere et obtinere poſſitis et valeatis, poſtquam ut ionem fide juſſoriam ſufficientem ex parte veſtra interpoſitam, juxta Conſtitutiones auctoritate Regia editas, dummodo vobis ratione conſanguinitatis, affinitatis, precontractus vel alterius cauſæ cujuſcunq; de jure prohibitæ nullum legitimum in ea parte obſtiterit impedimentum, nec ulla lis, controverſia ſeu querela mota ſit vel pendeat coram aliquo Judice eccleſiaſtico vel civili, de matrimonio aliquo contracto vel allegato cum alterutro veſtrum, et Miniſtro

Eccleſiæ

Eccleſiæ prædictæ prius conſtiterit vos ad hujuſmodi Matrimonii celebrationem accedere, de & cum expreſſo conſenſu parentum, vel gubernatorum veſtrorum, ac modo Matrimonii hujuſmodi celebratio publice in Eccleſia de *F.* prædict. fiat inter horas octavam & duodecimam antemeridianas. Abſque tamen præjudicio Miniſtri Eccleſiæ de *M.* ubi dicta *N. O.* Parochiani exiſtit Licentiam et facultatem tam Vobis contrahentibus, quam Rectori, Vicario, aut Curato Eccleſiæ prædict. deſignatæ Matrimonium hujuſmodi inter vos ſolemnizandi ſub modo & forma ſuperius ſpecificatis, juxta ritus Libri publicarum precum auctoritate Parlamenti in ea parte editi & ſtabiliti. Necnon omnibus aliis Chriſti fidelibus eidem ſolemnizationi intereſſendi ex certis cauſis legitimis & rationabilibus per nos approbatis quatenus in nobis eſt, & Jura Regni patiuntur in hac parte, benigne concedimus & impertimur per præſentes. Proviſo ſemper, quod ſi alter uter veſtrum clarioris, aut illuſtrioris conditionis ſit, quam nobis ſuggeſtum eſt, & quam ex cognomine & additamento in his literis inſertis colligi facile poteſt, aut ſi aliqua fraus in poſterum appareat, vel ſi falſitatis nobis ſuggeſtæ, vel ſuppreſſæ veritatis tempore hujus Licentiæ obtentæ; tunc hæc licentia noſtra irrita ſit ad omnem Juris effectum, ac ſi omnino conceſſa non fuiſſet. Et eo caſu inhibemus quibuſvis Miniſtris (modo præmiſſorum aliquid eis innotuerit) ne ad ſolemnizationem dicti Matrimonii procedant, niſi nobis aut vicario noſtro in ſpiritualibus generali prius conſultis. In cujus rei teſtimonium, &c.

Si utraque pars contrahens in viduitate exiſtens ad ſecundas nuptias convolare facultatem petat, tunc omnes Clauſulæ patentum conſenſum requirentes omitti poſſunt, ſed Parochiæ utriuſque contrahentis in Licentia exprimendæ ſunt ac Parochia ubi Matrimonium celebrabitur deſignanda.

The Form of the Bond.

NOverint univerſi per preſentes nos, teneri & firmiter Obligari Reverendiſſimo in Chriſto Patri ac Domino, &c. in ducentis libris legalis monetæ Angliæ, &c. Ad quam quidem ſolutionem obligamus nos & utrunque noſtrum, &c. Sigillis noſtris ſigillat. Dat. &c.

THe Condition of this Obligation is ſuch, That if hereafter there ſhall not appear any lawful let or impediment, by reaſon of any Præ-Contract, Conſanguinity, Affinity, or any other lawful means whatſoever, but that [*here are named the Parties to be marryed together*] may lawfully ſolemnize Marriage together, and in the ſame afterwards lawfully remain and continue like Man and VVife, according to the Laws in that behalf provided. And moreover, if there be not at this preſent time any Action, Suit, Plaint, Quarrel, or Demand, moved or depending, before any Judge Eccleſiaſtical or Temporal, for or concerning any ſuch lawful Impediment, between the ſaid Parties: Nor that either of them be of any better Eſtate or Degree, than to the Judge, at the granting of the Licenſe, is ſuggeſted: Nor that the ſame Marriage be celebrated,

lebrated, without the conſent of their reſpective Parents, Tutors, or Governours.

Laſtly, If the ſame Marriage ſhall be openly ſolemnized in the Church, in the Licenſe ſpecified, between the hours appointed, in the Conſtitutions Eccleſiaſtical confirmed, and according to the Form of the Book of Common-Prayer, now by Law eſtabliſhed; That then this Obligation to be void, and of none effect; Or elſe to ſtand in full force and vertue.

The Form of a Probate for a Will, in the Prerogative Court.

TEnore præſentium, nos *G.* Providentia Divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas & Metropolitanus: Notum facimus univerſis, Quod die menſis Anno Domini apud *London*, coram venerabili viro legum Doctore, Curiæ noſtræ Prerogativæ Cantuarienſis Magiſtro, Cuſtode ſive Commiſſario legitime conſtituto. Probatum, approbatum & inſinuatum fuit Teſtamentum nuper Parochiæ de in Com. & Dioceſeos noſtræq; Cantuarienſis Provinciæ, defuncti, præſentibus annexum, habentis dum vixit & mortis ſuæ tempore bona, jura ſive Credita in diverſis Dioceſibus ſive Juriſdictionibus intra Provinciam noſtram Cantuarienſem. Cujus obtentu ipſius Teſtamenti approbatio & inſinuatio, adminiſtrationiſque omnium & ſingulorum bonorum, jurium & Creditorum antedicti defuncti commiſſio. Necnon Computi, calculi ſive ratiocinii adminiſtrationis hujuſmodi auditio finaliſque liberatio ſive dimiſſio ab eadem ad nos ſolum & in ſolidum, & non ad alium nobis inferiorem Judicem, notorie dinoſcuntur pertinere. Et commiſſa fuit adminiſtratio omnium & ſingulorum bonorum, jurium & Creditorum, dictum defunctum & ejus Teſtamentum quitercunque concernentium Executori in hujuſmodi Teſtamento nominato primitus de bene & fideliter adminiſtrando eadem, ac de pleno & fideli Inventario omnium & ſingulorum bonorum, jurium & Creditorum dicti defuncti conficiendo, & illud in Curia Prerogativæ noſtræ Cantuarienſis ſecundo die poſt feſtum proxime futurum exhibendo. Necnon de plano & vero Computo, Calculo ſive ratiocinio inde reddendo ad ſancta Dei Evangelia jurato. Dat. die, menſe, Anno Domini & loco ſupradictis. Et noſtræ tranſlationis anno.

The Form of an Adminiſtration.

GProvidentia Divina Cantuarienſis Archiepiſcopus, totius Angliæ Primas & Metropolitanus, dilectæ nobis in Chriſto *A. B.* relictæ *R. B.* nuper de in Comitatu & Dioceſi noſtræque Cantuarienſis Provinciæ, defuncti. Cum idem *R.* ſic ut præmittitur defunctus, habens dum vixit & mortis ſuæ tempore bona, jura ſive Credita in diverſis dioceſibus ſive Juriſdictionibus jam nuper ab inteſtato deceſſerit. Cujus præextu omnium & ſingulorum bonorum, jurium & Creditorum dicti defuncti plenaria diſpoſitio, adminiſtrationiſque doruntem commiſſio. Necnon Computi,

Computi, Calculi sive ratiocinii administrationis hujusmodi auditio finalisque liberatio sive dimissio ab eadem, ad nos solum & in solidum et non ad alium nobis inferiorem Judicem notorie dignoscuntur pertinere. Nos affectantes ut bona, jura et Credita dicti defuncti bene et fideliter administrentur, ac in pios usus convertantur et disponantur, Ad administrandum igitur bona, jura et Credita dicti defuncti ac bene et fideliter disponendum de iisdem; Necnon Credita quæcunque dicti defuncti petendum, colligendum, levandum et exigendum quæ ad eundem defunctum dum vixit & mortis suæ tempore pertinuerunt, ac de solvendo æs alienum in quo dictus defunctus hujusmodi mortis suæ tempore extitit obligatus, quatenus bona, jura et Credita sua hujusmodi ad huc extendant juxta ratam eorundem, tibi, de cujus fidelitate in hac parte confidimus, primitus de bene et fideliter administrando eadem, ac de pleno et fideli Inventario omnium et singulorum bonorum, jurium, et Creditorum hujusmodi conficiendo, fi illud in Curiam Prerogativæ nostræ Cantuarien sis secundo die post festum proximo futurum exhibendo; Necnon de plano et vero Computo, Calculo sive ratiocinio secundo die post festum reddendo, ad sancta Dei Evangelia rite et legitime jurato, Plenam tenore præsentium committimus potestatem. Teque administratricem omnium & singulorum bonorum, jurium, et Creditorum hujusmodi ordinamus, deputamus & constituimus per præsentes. In cujus rei testimonium Sigillum Curiæ nostræ Prorogativæ Cantuarien sis præsentibus apponi fecimus. Dat.

The Form of a Quietus est.

NOverint universi per præsentes, Quod nos *G.* providentia divina Cantuarien sis Archiepiscopus, totius Angliæ Primas et Metropolitanus: Quia invenimus *A. B.* Administratorem omnium & singulorum bonorum, jurium, et Creditorum *R. W.* nuper de in Comitatu et dioceſi nostræque Cantuarien sis provinciæ, defuncti, habentis dum vixit, et mortis suæ tempore, bona, jura, sive Credita in diversis dioceſibus, sive Jurisdictionibus: Bona jura, & Credita dicti defuncti, quæ ad manus et possessionem suas pervenerunt, bene et fideliter administrasse; Necnon Computum, Calculum sive ratiocinium, per eum habitæ & factæ, præsentibus annexum, juxta vires Inventarii eorundem, per eum in hanc Curiam exhibiti, et penes Registrum hujus Curiæ remanentis, bene et fideliter etiam reddidisse. Dictum igitur Administratorem ab omni ulteriori Computo, Calculo, sive ratiocinio in hac parte urcunque reddendo, quatenus nostrum concernit officium, dummodo de dolo vel fraude minime convinci poterit, absolvimus, et salvo jure cujuscunque finaliter demittimus, per presentes. In cujus rei testimonium Sigillum Curiæ nostræ Prerogativæ Cantuarien sis, quo in hac parte utimur, præsentibus apponi fecimus. Dat. London.

The Grant of an Advowſon of a Benefice.

OMnibus Chriſti fidelibus, ad quos præſens Scriptum pervenerit, *J. B.* de verus et indubitatus Patronus Rectoriæ & Eccleſiæ Parochialis de in Comitatu et Dioceſi. Salutem in Domino. Noveritis me præfatum *J. B.* pro diverſis bonis & rationabilibus cauſis & conſiderationibus me & animum meum in hac parte ſpecialiter moventibus, dediſſe, conceſſiſſe, & confirmaſſe, & per præſentes pro me Hæredibus, Executoribus, & Adminiſtratoribus meis, Dare, concedere, & confirmare *T. P.* de Executoribus, Adminiſtratoribus & Aſſignatis ſuis, primam & proximam advocationem, nominationem, præſentationem, liberam diſpoſitionem, & jus Patronatûs ejuſdem Rectoriæ & Eccleſiæ Parochialis de prædicta. Habendum, tenendum, & gaudendum præfatam primam & proximam advocationem, nominationem, præſentationem, liberam præſentationem, & jus Patronatus ejuſdem Rectoriæ & Eccleſiæ Parochialis de prædictæ eidem *T. P.* Executoribus, Adminiſtratoribus, & Aſſignatis ſuis, pro unica prima & proxima vacationis vice tantum, poſt datum præſentium. Ita quod quandocunq; et qualitercunq; per mortem, reſignationem, ceſſionem, dimiſſionem, renuntiationem, permutationem, amotionem, privationem, ſive alio quocunq; modo, Eccleſiam hujuſmodi vacare contigerit, proximè, ut præfertur, poſt datam præſentium, bene liceat et licebit eidem *T. P.* Executoribus, Adminiſtratoribus, vel Aſſignatis ſuis pro hac unica prima & proxima vacationis vice tantum ad dictam Eccleſiam parochialem, cum ſuis juribus, membris, & pertinentiis univerſis, quamcunq; perſonam habilem & idoneam, loci illius Ordinario & Dioceſano, vel alii Judici in ea parte competenti cuicunque, nominare & præſentare, abſq; obſtaculo, contradictione, et impedimento mei *J. B.* prædicti, hæredum, Executorum, vel Adminiſtratorum meorum. Cæteraq; omnia et ſingula faciend. et exercend. in ea parte quæ neceſſaria fuerint, ſeu quomodolibet opportuna, adeo plene quiete, pacifice, libere et effectualiter, quatenus ad nos patronatus *J. P.* Hæredes, Executores, et Adminiſtratores meos pertinuiſſemus, ſi hæc præſens mea conceſſio facta non fuiſſet. Ita quod poſt primam nominationem, donationem, et præſentationem hujuſmodi, liberam diſpoſitio, et jus Patronatus prædict. ad me et hæredes meos exnunc remaneat & revertatur, atq; præſens Scriptum pro nullo habeatur. In cujus rei teſtimonium, &c.

The form of a Preſentation.

REverendo in Chriſto Patri et Domino Domino *J.* permiſſione Divina *L.* Epiſcopo, veſtrove in ſpiritualibus generali, aut alii cuicunq; hanc meam preſentationem habenti, vel habituro, *A. B.* de verus et indubitatis Patronus *R.* ſive Eccleſiæ parochialis de in Comitatu veſtræ Dioceſeos, omnimodam reverentiam et obedientiam tanto Reverendo Patri

Patri debitam & condignam. Ad dictam *R.* sive Eccleſiam parochialem de prædict. per mortem naturalem *C.D.* Clerici, ultimi Incumbentis in eadem, jam legitime vacantem, & ad meam præſentationem pleno jure ſpectantem, dilectum mihi in Chriſto *E. F.* Clericum veſtræ Reverendi paternitati harum ſerie præſento; Humiliter rogans quatenus eundem *E.F.* ad dictam *R.* ſive Eccleſiam parochialem admittere, Ipſumq; Rectorem ejuſdem ac in & de eadem inſtituere Canonice, et inveſtire, cum ſuis juribus, membris, et pertinentiis univerſis; Cæteraq; omnia et ſingula alia peragere et perimplere quæ veſtro in hac parte incumbunt officio Paſtorali velitis cum favore et effectu. In cujus rei teſtimonium Sigillum meum ad arma præſentibus appoſui. Dat.

A Collation of a Prebend.

A Permiſſione Divina *L.* Epiſcopus, Dilecto nobis in Chriſto *B.C.* Clerico Salutem & gratiam. Prebendam ſive Canonicatum de *D.* in Eccleſia noſtra Cathedrali de *L.* fundatam per mortem naturalem ultimi Prebendarii ejuſdem jam vacantem, & ad noſtram Collationem, Donationem, liberamq; diſpoſitionem jure Epiſcopatûs noſtri prædicti ſpectantem; Tibi præfato *B.C.* primitus non ſolum de agnoſcendo ſuperiorem, Regiam poteſtatem in cauſis Eccleſiaſticis et temporalibus, ac de renunciando omni & omnimodæ Juriſdictioni, authoritati, et ſuperioritati forineis, juxta vim, formam, et effectum Statuti in ea parte editi et provifi; Necnon de legitima et Canonica obedientia nobis, et ſucceſſoribus noſtris, in omnibus licitis & honeſtis Mandatis, per te præſtanda et exhibenda, juxta conſtitutiones in ea parte editas et provifas, ac de obſervando Statuta et ordinationes, ac laudabiles conſuetudines Dictæ Eccleſiæ Cathedralis, quatenus ſe ratione Dictæ Prebendæ ſive Canonicatus concernunt, ad ſancta Dei Evangelia rite & ligitime jurato, conferimus. Teq; ad et in eandem Prebendam ſive Canonicatum per præſentes inſtituimus legitime, et Canonice inveſtimus cum ſuis juribus, membris, et pertinentiis univerſis: Stallumq; in choro Eccleſiæ Cathedralis prædictæ ad eandem ſpectans et pertinens, ac eidem hactenus aſſignari ſolitum & conſuetum, vocemq; in Capitulo tibi harum ſerie impartimus et aſſignamus, Juribus aliis Epiſcopalibus et Eccleſiæ noſtræ Cathedralis prædictæ conſuetudinibus, Dignitate, et honore in omnibus ſemper ſalvis et reſervatis. In cujus rei teſtimonium, &c.

An Assignment of certain Debts, by an Administratrix *to* Creditors.

TO all to whom, &c. I *A. F.* of *L.* Widow, Administratrix of all and singular the Goods, Chattels, Debts, and Credits, which late were *D. F.* my Husband's Deceased, send Greeting, &c. Whereas the said *D. F.* my said late Husband, in his life-time, stood indebted unto *A. B. C. D. E. F.* &c. and unto every of them severally, in certain several Sums of Money: Now know ye, That I the said *A. F.* intending as much as in me lyeth, to give content and satisfaction unto them, and every of them, have given, granted, bargained, assigned, and set over; and by these Presents, do fully, clearly, and absolutely, &c. unto the said &c. and to every of their Executors, Administrators, and Assigns, all and every the Books, Debts, Specialties, Obligations, and Writings Obligatory, Acquittances, and Receipts, named and mentioned in a Schedule, &c. which are due and owing unto me the said *A.* as Administratrix, as aforesaid, by one, &c. and one, &c. by what name or names soever they be called or known, or by such their Sureties, as in the said Obligations, or Writings Obligatory, are named, as in and by the &c. more plainly &c. Together also, with all and every the Sum and Sums of Money, Commodity, Profit, Benefit, and Advantages that shall or may come, grow, or be had, made, gotten, or obtained; or of, or by the said Book-Debts, Obligations, and Writings Obligatory, and every of them, and all my Right, Title, Interest, Property, Claim, and Demand, of, in, and to the same, and every part thereof. And I the said &c. for me, my Executors, and Administrators, do covenant, grant, and promise, to and with the said &c. and every of them, their and every of their &c. by these presents, That I the said *A. F.* have not heretofore released, or by any ways or means discharged the said Book-Debts, Obligations, Writings Obligatory, Acquittances, or Receipts, or any of them, or the several Sums of Money in them comprised, or any part or parcel thereof. And I the said &c. my &c. shall nor, nor will not, at any time or times hereafter, release, or by any wayes or meanes discharge

charge the ſaid Book-Debts, Obligations, Writings Obligatory, &c. or the ſaid ſeveral Sums of Money in them, or any of them contained, without the conſent of &c. firſt thereunto had &c. And that I the ſaid &c. my &c. ſhall and will permit and ſuffer the ſaid &c. joyntly and ſeverally, at their Coſts and Charges, to commence, purſue, and proſecute all and every ſuch lawfull Actions, Suits, and Executions, which ſhall or may in any wiſe be commenced, proſecuted, or brought againſt the ſaid &c. by reaſon of the ſaid Book-Debts, &c. and the ſame Actions &c. ſhall and will avow, juſtifie, and maintain, without fraud or guile; and that the ſaid &c. their &c. ſhall or may quietly have, poſſeſs, or enjoy, to their own proper uſe and uſes, all and every ſuch Sum and Sums of Money, Executions, and the benefit thereof, which ſhall be had, levyed, recovered, or obtained, by reaſon of the ſame; and ſhall have Power and Authority, in the name of me, to acquit, releaſe, &c. the ſaid &c. for, touching &c. the ſaid Book-Debts, &c. In Witneſs, &c.

A Letter of Compoſition of Half-Debts.

TO all whom, &c. We *A. B.* &c. Citizens &c. of *London*, Creditors, of *C. D.* &c. ſend greeting: Whereas the ſaid *C. D.* the day of the date of theſe Preſents, is, and ſtandeth juſtly indebted, and owe unto us the ſeveral parties above-named, divers and ſeveral Sums of Money: And by reaſon of the many loſſes, great hinderances, and other dammages, hapned unto him, he is utterly unable (as he affirmeth, and as appeareth unto us) to give further ſatisfaction for our ſaid Debts, than by and with ſuch Goods and Wares, as are now remaining in his hands, and ſuch Debts as are now at this preſent owing unto him, which we the ſaid Creditors are unwilling to accept of, or any wayes to intermeddle with; but have rather reſolved and made choice, to undergo a certain loſs, and to accept of 10 s. *per* l. or one half of the Debts by him owing to Us, to be duly paid, as full ſatisfaction of our ſaid Debts, in manner and form following, *viz.* When, and as ſoon as all, and every of us the Creditors above-named, have Subſcribed, Sealed, and in due form of Law, delivered in this preſent Writing, to the uſe of the ſaid *C. D.* Then he the ſaid *C. D.* his Executors, Adminiſtrators, or Aſſigns, ſhall pay, or cauſe to be paid, unto every of us the ſaid Creditors, our &c. one fifth part of &c. after the Rate of 10 s. in the pound, by theſe preſents agreed upon to be accepted of, in full ſatisfaction of our ſaid Debts, after the Rate and Agreement aforeſaid, in ſix parts, being divided, to be paid at ſix ſeveral payments, half-yearly, at ſuch indifferent place and places, as we the ſaid Creditors, and every of us, our &c. ſhall nominate and appoint; the firſt payment whereof, to begin, and to be made on the &c. next enſuing the Date of theſe preſents; the ſecond payment to be made &c. Now know ye therefore, That We the ſaid Creditors, do covenant and grant, and every of us, for his own part, and for his own, &c. doth covenant and grant, to and with the ſaid *C. D.* his &c. and to and with every of them, by theſe preſents, That if the ſaid *C. D.* his &c. or any of them, upon the Enſealing and Delivery of this preſent Writing, by

all and every of us the ſaid Creditors, according to the effect and true meaning of theſe preſents, do and ſhall well and truly pay, or cauſe to be paid unto every of u the ſaid Creditors, our and every of our, &c. the ſaid fifth part of our ſaid Debts, after the Rate of 10 *s. per* pound, according to the Agreement aforeſaid, at the &c. without any Fraud, Coven, or further delay. And alſo, If the ſaid *C.* his &c. for the more ſure payment of the reſidue, and remainder of our ſaid Debts, after the Rate aforeſaid, in ſix parts to be divided, and to be paid at ſix ſeveral payments, at ſuch days, time, place, and places; and in ſuch manner and ſort, as is above limited and expreſſed, do and ſhall, at and before the &c. and become bound unto us, and every of us, our &c. in double the Sum or Sums, in the Condition or Conditions, in the ſame Obligation or Obligations, or Writings Obligatory, to be ſpecified. And further, If the ſame Obligations, and every of them, ſhall be delivered unto every of us, or the Aſſign or Aſſigns of us, and every of us, at or before the ſaid &c. at ſuch indifferent places, as we the ſaid Creditors, our &c. ſhall nominate; that then, from, and after ſuch payment made of the ſaid firſt part of our ſaid Debts, after the Rate of 10 *s. per* pound, and after the ſame Obligation made and delivered unto us, for the ſeveral payments aforeſaid, according to the limitation, effect, tenour, and true meaning of theſe preſents; We the ſaid Creditors, and every of us the Executors, &c. ſhall and will hold our ſelves well contented and ſatisfied, for all ſuch Debts, as the ſaid *C. D.* his &c. did formerly owe unto us, and every of us, before the Enſealing of the ſame Obligations: And that then alſo we the ſaid Creditors, and every of us, or the Executors, &c. within 14 dayes next after the Enſealing and Delivery of the ſame Obligations unto us, and every of us, according to the true meaning of theſe preſents, ſhall and will ſeal, ſubſcribe, and in due form of Law, deliver unto the ſaid *C. D.* his &c. one general Releaſe, or other Diſcharge of all Debts, Duties, and Demands whatſoever, by the ſaid *C. D.* unto us, and every of us, formerly owing or payable, from the beginning of the World, untill ſome few dayes before the date of the ſame Obligation, ſo to be ſealed and delivered unto us as aforeſaid: Provided alwayes, That theſe Preſents, nor any Agreement, Matter, or Thing, herein contained, ſhall be of any force or effect, to bind or charge us, or any of us the ſaid Creditors, which have, or ſhall hereunto agree, ſeal, and ſubſcribe, before the firſt of &c. next coming, after the Date of theſe Preſents. In Witneſs, &c.

Another

Another Letter of Composition.

TO all to whom, &c. We *G. H.* Creditors of &c. send greeting. Whereas the said *J. K.* and *L. M.* are, and do stand joyntly indebted, and do owe unto us the said Creditors, divers sums of money, which as it seemeth they are very willing to satisfie unto us, and every of us, as they and every of them shall be able: Nevertheless, we the said Creditors, and every of us, who have hereunto sealed and subscribed, (finding and perceiving, that they the said *J.* and *L.* are much damnified and impoverished by many losses and hinderances through Chapmen and otherwise, whereby they are disabled to yield us full and plenary satisfaction for our said debts) are contented and well pleased, and of our free motions do severally and respectively agree and binde our selves, our heirs, &c. to the said *J.* and *L.* by these Presents, to accept and take of them the said *J.* and *L.* their &c. after the rate of &c. in the pound, in full satisfaction of all such debts and sums of money, as they do joyntly owe unto us, and every of us respectively, and the same to be paid at four equal payments, in four parts to be divided. The first payment thereof to be made, and to begin at &c. (recite all the payments) so as the said *J.* and *L.* for the more sure and better payment of the sums aforesaid, in recompence and satisfaction of our, and every of our said several debts, after the rate of &c. in the *li.* as aforesaid, their Executors or Administrators, do before the &c. become joyntly bound with sufficient Sureties unto us, and every of us, or to our, and every of our use and uses, by the appointment of us and every of us, at such place and places, as we and every of us shall indifferently nominate or prescribe: Provided alwayes, that these presents, nor any thing herein contained, shall be of any force or effect, to binde or charge us, or any of us, who hath hereunto sealed and subscribed, unless, and untill all and every the residue of us the said Creditors above-named, shall and do likewise seal and subscribe these presents, at or before the &c. next insuing. In witness, &c.

A Letter of Licence and composition for payment at several times.

TO all, &c. We Creditors of &c. send Greeting. Whereas the said *A. B.* at this present time doth stand indebted, and justly oweth unto us the said Creditors, divers and sundry sums of money, which by reason of many debts, and some of them very great, that are likewise justly owing him, and cannot be had and recovered without some respite of time, and some of them not without suite, he is very much disabled to make present payment unto us the said Creditors, of our whole and just debt, as he seemeth willing and desirous; in consideration whereof, he instantly desireth and requireth, that we the said Creditors, and every of us, would be pleased to give and grant unto the &c. such liberty and respite of time, for the payments and satisfaction of our several debts, as he thinketh reasonable, for the obtaining and getting, and recovering of the said debts, *viz.* That we and every of us would be contented to take and accept our said whole debts in three equall parts to be divided and paid at

three ſeveral payments, in manner and form following, *viz.* The firſt payment thereof to be one equall third part of the ſaid whole debt to be made on the &c. the other two third parts thereof reſidue to be divided into 4. equall parts, and to be paid at 4. ſix months then next following, *viz.* on the &c. one equall part thereof, namely, the other two, and one o her 4th part thereof reſidue on the &c. in full payment and ſatisfaction of the ſaid ſeveral debts; and for the more ſure performance of the ſaid ſeveral payments aforeſaid, in ſuch manner and form as is above limited and declared, according to the intent and true meaning of theſe preſents, he the ſaid *A. B.* ſhall and will, at or before the &c. become bound to us, and every of us the ſaid Creditors reſpectively, by one obligation, in due form of Law to be made with condition, including all and every the ſaid payments, in ſuch ſort as is above limited, at ſome convenient place within the City of *London*, by every of us the ſaid Creditors to be nominated and appointed, and the penalty of every Obligation to be double the whole ſum included in the Condition of the ſame to be delivered to us, and every of us, our &c. at or before &c. next enſuing the date hereof. Know ye therefore, that we the ſaid Creditors, whoſe names are hereunder ſubſcribed, and every of us, for his own part, and for his own &c. for the conſiderations above ſpecified and expreſſed, do by theſe preſents willingly conſent, covenant, promiſe and agree to and with the ſaid *A. B.* his &c. by theſe preſents, that we the ſaid Creditors, and every of us, our &c. reſpectively, ſhall and will accept and take of the ſaid *A. B.* his &c. all and every the ſaid debts, and ſums of money by the ſaid *A.* unto us, and to every of us, owing and payable, upon ſuch Obligation and Obligations, Aſſurance and Aſſurances, as aforeſaid, to be paid in ſuch manner and ſort, and at ſuch dayes and times as is above limited and required; and further, that we the ſaid Creditors and every of us, our, and every of our &c. reſpectively, upon the delivery of the ſaid Obligation, to us, and to every of us, our, and every of our &c. ſhall and will at the charge of the ſaid *A. B.* his &c. ſubſcribe, and in due form of Law deliver unto the ſaid *A. B.* one ſufficient general Acquittance to be rendred by him the ſaid *A. B.* his &c. and to bear date and limitation before the day of the date of the ſaid new Obligation to be made for the ſame debt; and alſo for and upon every payment, made according to the limitation aforeſaid, and the intent and true meaning of theſe preſents, at the like charge of him the ſaid *A. B.* his &c. ſhall and will ſeal and deliver unto the ſaid *A. B.* one ſufficient Acquittance to be rendred by him the ſaid *A. B.* his &c. teſtifying every ſuch payment as aforeſaid, for the better diſcharge of him the ſaid *A. B.* his &c. and every of them in that behalf. Provided always, and upon condition, nevertheleſs, that theſe preſents, nor any promiſe, agreement, matter, or thing herein contained, nor any act or thing acted by us, or any of us, or formerly done, acknowledged or ſuffered, touching the Premiſſes, or to be done, acknowledged or ſuffered, ſhall be of any force or effect to bind or charge us, or any of us, the ſaid Creditors, who have or ſhall hereunto agree, ſeal and ſubſcribe, unleſs all, and until all and every the reſt, and every of us the ſame Creditors above mentioned, do and ſhall likewiſe, before the &c. now next coming, ſubſcribe, ſeal and deliver theſe preſents in due form of Law, according to the intent and true meaning hereof,

thereof, any thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

A Letter of Licence.

TO all to whom, &c. We *T.G.* and *H.T.* Creditors of, &c. Citizen and Mercer of *London*, send Greeting: Whereas the said *R. S.* the day of the Date hereof, is indebted, and doth owe unto the said Creditors divers sums of Money, which by reason of some Losses unto him hapned, and divers bad Debts owing unto him, as he informeth Us, he is not able presently to satisfie and pay as willingly he would, but requireth our favour and respite of time for the payment thereof. Therefore know ye, That We the said Creditors above named, and every of Us, being moved with Compassion, and the desire which the said *R.* hath, to and for the contentation of our said Debts, have Given and Granted, and by these Presents do Give and Grant, unto the said *R. S.* our sure and free License, Liberty, and safe Conduct, as much as in Us is, so that he said *R.* may safely come, go, and resort unto Us, and every of Us, the said Creditors, to Compound and take Order with Us, and every of Us, for Our, and every of our said Debts, without any lett, trouble, suit, arrest, attachment, or other impediment, to be offered or done to him the said *R.* his Wares, Goods, or Merchandizes, or any of them, for and during the time and space of one whole Month, next ensuing the date of these Presents; and if it happen the said *R. S.* in his Person, Goods, Wares, or Merchandizes, or any of them, within the said term of one Month, next coming after the Date aforesaid, by Us, or any of Us the said Creditors, or by any person or persons, by or through the Commandment, Will, procuring, Partnership, consent or knowledge of Us, or any of Us, against the tenor, form, and effect of this our present Writing, of safe Conduct in any wayes to be arrested, sued, impleaded, vexed, hindred, or attached, & thereof be not forthwith delivered or defended, that then he said *S.* his Heirs, Executors, and Administrators, shall by the vertue of these Presents, be for evermore clearly acquitted and discharged against him or them of Us, by whom the said *R.* shall contrary to the form, effect, and true meaning of this Our present Writing of safe Conduct, be attempted, vexed, sued, attached, arrested, or hindred, and thereof not forthwith released or defended as aforesaid, of all manner of Actions, Suits, Debts, and Demands whatsoever they be, from the beginning of the World untill the day of such arrest, suit, attachment or hindrance. In witnesse, &c.

A Letter of Licence.

TO all to whom, &c. We whose Names, &c. Whereas *J. R. &c.* in divers several sums of Money to Us severally is indebted, and hath not wherewithall to satisfie Us at present, and We, and every one of Us, minding to Grant unto him favour and respite for the payment of the same. Know ye, That We the said Creditors, and every one of Us, being moved with compassi-

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on, and fully resolved of the good will and desire which the said *J. R.* hath to see the said several Debts, Duties, and Sums of Money satisfied and paid, have given and granted, and every one of Us, for his own proper Debt and Duty, part and portion, severally hath given and granted, and by these presents, &c. unto the said *J. R.* by whatsoever name, surname, or addition he be called or known, sure, full, and free Liberty, License, and safe Conduct, as much as in Us severally is, in such sort as the said *J. R.* with all his Goods, Chattels, Debts, Duties, and other things whatsoever, freely, peaceably and quietly, at his own free Choice, Election, and Pleasure, shall, or may go, come, abide, and sojourn, pass, and repass at all and every time and times from the day of the Date hereof, during the term and space of three whole years now next coming, and fully to be compleat and ended. And We the said Creditors, all, and every one of Us severally, for himself, his, &c. do, and doth severally Covenant, Promise, and Agree, That We the said Creditors, or any of Us, or any other person or persons for Us, or any of Us, or by Our, or any of Our Authority, assent, consent, or procurement, the said *J. R.* or any of his Goods, Chattels, or any thing or things of his, shall not, or will not in any wise Arrest, Implead, attach, imprison, Condemn, trouble or Molest, for or concerning satisfaction, or payment to be made unto Us, or any of Us, of Our several Debts, & Duties, or of any part or parcel thereof, or for any other matter or thing whatsoever, which We, or any of Us can or may have, pretend, or demand of, for, or against the said *J. R.* or to find or provide for Us any other Sureties or Security for the satisfaction or payment of the said several Debts, and other things, or any of them, or any part or parcel thereof, other than all or every one of Us now severally have, or hath for the same, during the term aforesaid. And further, We all and every of us Creditors aforesaid, are agreed and contented, and do covenant &c. that if it happen at any time or times, he the said *J. R.* during the term aforesaid is, or by his Body, Goods, or Chattels, by us, or any of us, or by our, and contrary to the true meaning, and to be any wayes &c. sued, &c. the said *J. R.* his &c. shall be for evermore, by these presents, clearly acquitted &c. against him or them of us, by whom he or they shall, contrary, and against the tenor, form, and effect of these presents, be arrested &c. of and from all manner of Actions, Suits, Quarrels, Challenges, Debts, &c. In Witness, &c.

A Declaration of a Bond, made in a third Persons name in trust.

TO all, &c. I &c. send greeting: Whereas *B.* and *F.* by their Obligations, &c. (recite the Bond.) Now know ye, That I the said *A.* do hereby acknowledge and confess, that although the said Bond is made and taken in my name: Yet nevertheless, it is so taken only upon trust and confidence in me reposed by *C. D.* of &c. and *E.* his Wife, and to and for the uses, intents, and purposes, hereafter mentioned; That is to say, That he the said *C. D.* shall have, receive, and take the use and benefit of the said &c. during the joynt and natural Lives of them the said *C. D.* and *E.* his Wife; and that

that the said Principal Sum, with the Interest thereof, after the Decease of either of the said &c. is to remain, and be to and for the use of the Survivor of them, and for no other end or purpose. In Witness, &c.

A Declaration by a Wife, concerning the Disposition of a Sum of Money, according to a Power reserved to her Husband before Marriage.

TO all Christian People, to whom this present Writing Duplicate Indented shall come; I *A. B.* Wife of *C. D.* of the Parish of &c. in the County of *E.* send greeting; Whereas by an Indenture *Tripartite*, made the Day of &c. in the Year of &c. Between the said *C. D.* of the first part, and me the said *A.* by the name of *A. F.* Widow, of the second part; and *K. L.* of &c. *M. N.* of &c. on the third part; in consideration of a Marriage, then shortly after to take effect, between him the said *C. D.* and me the said *A.* it appeareth, that at the time of making of the same Indenture, it was then indented, concluded, and agreed, between him the said *C. D.* and me the said *A.* That I the said *A.* or any other person or persons, whom I should think good to nominate or appoint (notwithstanding the said Marriage should take effect) should and might have the free disposition of the Sum of &c. of lawfull Money of *England*, and of the benefit thereof, and of every part thereof, from time to time, and at all times, ensuing the said Marriage; and to that end, intent, and purpose, he the said *C. D.* by the said Indenture, did for himself, his Heirs, Executors, and Administrators, covenant promise, grant, and agree, to and with the said *K. L.* and *M. N.* and every of them, and the Executors and Administrators of them, and every of them, that the said *C. D.* his Executors, Administrators, or Assigns, or some or one of them, should well and truly satisfie, pay, and deliver, or cause to be satisfied, paid, and delivered, unto the said *K. L.* and *M. N.* or to the Survivor or Survivors of them, or to the Executors, Administrators, or Assigns, of such Survivors or Survivor, the full Sum of &c. of lawful Money of *England*, upon, or before the 2d Day of J. which shall be in the Year of our Lord God, 1664. if I the said A. should be living on the said 2d Day of J. or within 2 years next after the death or decease of me the said A. or within 3 Moneths next after the death or decease of the said C. D. as such of those Cases, which shall first happen, come, or ensue, after the Date of the said Indenture, to be employed and disposed of to such person and persons, and to such use, uses, intents, and purposes, according as I the said A. should at any time or times then following, during my life, think good, order, appoint, give, limit, devise, or dispose of the same, or any part or parts thereof, or otherwise, according to the intent and true meaning of the said Indenture. And it was thereby further covenanted, granted, concluded, and agreed upon, by and between the said parties, to the said Indenture; and the said *C. D.* did thereby for himself, his Heirs, Executors, and Administrators, and for every of them, covenant, promise, and grant, to and with the said *K. L.* and *M. N.* and every of them,

them, and the Executors and Administrators of them, and every of them, that the said Sum of &c. and every part and parcel thereof, should or might from time to time, be quietly had, taken, received, and enjoyed, unto, and by such person and persons, whom I the said *A.* should at any time or times, during my life, think good, limit, give, devise, order, appoint, or dispose of the same, &c. or any part or parts thereof, either by my last Will and Testament in Writing; or by any other Writing, purporting or intending to be my last Will and Testament; or by any other Writing to be signed with my Hand, or to which my Mark should be put, in the presence of two or more credible Witnesses, as in and by the said Indenture, among other Covenants at large appeareth: Which Marriage (by the Grace of God) hithence the making of the said Indenture, was solemnized and consummated, and no Declaration as yet hath been by me made, concerning the disposing of the said &c. or any part thereof, when it shall be due and payable: Now this present Writing Witnesseth and Declareth, That I the said *A. B.* hereby express my Will and Mind concerning the said &c. when it shall become due, or be paid, as aforesaid, to be as followeth; That is to say, If my said Husband *C. D.* be then living, and will become bound for himself, his Heirs, Executors, and Administrators, by 3 several Obligations of &c. a-piece, unto them the said *K. L.* and *M. N.* or the Survivors or Survivor, or any of them; or the Executors and Administrators of such Survivors or Survivor, respectively and severally, conditioned for the payment unto them of 3 several equal parts of the said &c. at 3 such several and respective time or dayes, as my 3 Children, by my former Husband, shall attain to the Ages next hereafter mentioned; That is to say, *R. S.* to the age of 20 years, and *T.* and *J. H.* shall attain or come to their several ages of 21 years; that then the said *K. L.* and *M. N.* and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, shall, upon such Obligations entred into as aforesaid, quietly suffer him the said *C. D.* to detain in his hands the said &c. and every part thereof, until such several dayes and times, as the same shall be payable, by the several Conditions of the said Obligations, so entred into by him as aforesaid, without paying or allowing any Interest or Consideration for the same; and the said &c. so payable by such Obligations and Conditions of them, and by me dispensed withall as aforesaid; or otherwise sooner payable by the said recited Indenture, if my Husband should dye, *viz.* within 3 Moneths after his Decease (in which case of Death of my Husband, I do give no manner of Dispensation for the payment thereof) I do hereby also concerning the same express, assign, and appoint, (if I shall not otherwise hereafter declare and appoint) That is to say, That the said, &c. (and the whole Proceed thereof, not disposed of, as aforesaid) shall become and redound to and for the use and benefit of my said 3 Children, for them severally and respectively to have and receive, immediatly after, and upon their several Ages above-mentioned, by such several and equal 3d parts as aforesaid. Provided always, and it is my meaning; and I do hereby appoint, That if any of my said Children shall happen to dye, before any of their several and respective Ages above-mentioned, that then such 3d part of the said &c. as should otherwise have been

payable

payable unto ſuch Child, ſhall remain and be paid by equal Portions unto the Survivors of them; and if one of them onely ſurvive, and the other two both of them happen to dye before ſuch their ſeveral Ages, then both the Parts hereby allotted to them, ſhall wholly accrue and come unto ſuch ſurviving Child onely; and if all my ſaid Children ſhall dye, before they come to their ſeveral ages, then my will and meaning is, that the ſaid &c. and the whole Proceed thereof, ſhall come and be paid unto my loving Husband before named, his Executors, &c. If I ſhall not otherwiſe hereafter diſpoſe of the ſame, according to the Power and Authority to me reſerved, given, and appointed, by the ſaid recited Indenture. In Witneſs, &c.

Articles of Agreement for a Purchaſe.

IN *primis*, It is covenanted, concluded, and agreed, by and between the ſaid Parties, to theſe Preſents; and the ſaid *R. M.* for and in conſideration of the Sum of *&c.* of lawful Money of *England*, to be paid unto him the ſaid *R. M.* by the ſaid *C. P.* in manner hereafter expreſſed, doth for himſelf, his Heirs, Executors, and Adminiſtrators, covenant promiſe, and grant, to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, and every of them, by theſe Preſents, that he the ſaid *R. M.* his Heirs or Aſſigns, ſhall and will before the Day of, *&c.* next enſuing the date hereof, by good ſufficient conveyance and aſſurance in the Law, convey and aſſure unto the ſaid *C. P.* his Heirs and Aſſigns, all thoſe Meſſuages, Lands, and Tenements, hereafter mentioned; That is to ſay, all that Meſſuage or Tenement, *&c.* All which Premiſſes aforeſaid, are now of the full and clear yearly value of, *&c. per annum*, and may ſo be let: and alſo, all that houſe called *E.* lying in *D.* aforeſaid, in the occupation of, *&c.* now let for the full yearly Rent of, *&c.* and may ſo be let, together with the Timber now growing in and upon the Premiſſes, and every part thereof. *Item*, The ſaid *R. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth covenant promiſe, and grant, to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, by theſe Preſents, that all the ſaid Premiſſes, now are, and ſhall continue to the ſaid *C. P.* his Heirs and Aſſigns, of the full and clear yearly value of *&c.* excepting onely the Joynture of *D. M.* Wife of the ſaid *R. M.* of the ſaid houſe, with the Appurtenances, called *&c.* valued at *&c. per annum*, for her life onely, in caſe ſhe ſhall happen to ſurvive the ſaid *R. M.* *Item*, The ſaid *R. M.* for himſelf, his Heirs, Executors, and Adminiſtrators, doth further covenant, promiſe, and grant, to and with the ſaid *C. P.* his Heirs, Executors, and Adminiſtrators, that he the ſaid *C. P.* his Heirs and Aſſigns, ſhall from and after the ſaid day, *&c.* next, quietly and peaceably, have, hold, occupy, poſſeſs, and enjoy, all and every the Premiſſes, free from all Charges, Titles, Troubles, and Incumbrances whatſoever, had, made, committed, ſuffered, or done; or to be had, made, committed, ſuffered, or done, by the ſaid *R. M.* or by any other perſon or perſons, by his means, act, privity, aſſent, conſent, or procurement, except one Mortgage, which Mr. *&c.* hath of *&c.* at the Rent *&c.* mortgiged for the Sum of *&c.* All which Incumbrances, ſhall be freed and diſcharged

by

by the said *R. M.* his Executors, Administrators, or Assigns; or by the said *C. P.* his Heirs, Executors, Administrators, or Assigns, with such part of the said Sum of &c. as may satisfie the same before the said *C, P,* his Heirs, Executors, or Administrators, shall be compelled to pay the same unto the said *R, M,* his Executors, or Administrators, and except the Joynture of *D, M,* Wife of the said *R, M,* for her life, of and in the said Messuage, called *B, &c.*

Item, The said *C, P,* for himself, his Heirs, Executors, and Administrators, doth covenant, promise, and grant, to and with the said *R, M,* his Executors, Administrators, and Assigns, by these Presents; that within one Moneth after good and perfect assurance of the Premisses, and quiet Possession thereof by the said *C, P,* his Heirs or Assigns, and all the said Incumbrances fully satisfied, except the Joynture of the said *D, M,* he the said *C, P,* his Heirs, Executors, Administrators, or Assigns, shall and will pay, or cause to be paid unto the said *R, M,* his Executors, Administrators, or Assigns, one 4th part of the residue of the said Sum of &c. which shall remain due after such Incumbrances satisfied, and one other 4th part of the residue of the said Remainder of the said Sum, within 3 Moneths after such assurance, quiet Possession, and discharge of the said Incumbrances; and the other 4th Part of the said residue of the said Sum within 3 Moneths after the said 2d Payment; and one other 4th Part within 6 Moneths after the said 2d Payment. In Witness, &c.

An Indenture Tripartite, *for Writings left in an indifferent Man's hands.*

THis Indenture Tripartite, made &c. Between *A, B,* of &c. of the first Part, *C, D* of &c. of the 2d Part, and *E, F,* of &c. of the 3d Part, Witnesseth, That the said *C, D,* and *E, F,* of the special Trust and Confidence which they have, and repose in the said *A, B,* have committed and delivered into the hands of the said *A, B,* certain Pieces and Parcels of Writings, and Evidences sealed and subscribed; That is to say, One Indenture of &c. and two Copies of Court-Rolls &c. safely and surely by him to be kept; to the onely use and behoof of the said *C, D,* and *E, F,* and the longer liver of them, concerning certain Lands and Tenements, lying and being in &c. and granted and devised to the said *C, D,* and *E, F,* as by the same Writings and Evidences more plainly and at large appeareth; the Tenour whereof here immediately ensueth (*viz.*) and so with all the Evidences: In Witness whereof, the two Parts of these present Indentures, whereof the one remaining with the said *C, D,* and the other of the said Parts remaining with the said *E, F,* the said *A, B,* have put his Hand and Seal; and to the 3d Part of these said Indenture remaining with the said *A, B,* the said *C, D,* and *E, F,* have set their Hands and Seales the Day and Year first above written.

An Indenture, with an Intail upon the Crown, to prevent the Feoffor for making any new uſes.

THis Indenture, &c. Between *E*, *W*, of *P*, in the County of *C*, Gent: Son and Heir of *J*, *W*, late of *P*, aforeſaid, Gent: deceaſed, of the one Part; and *W*, *D*, of *B*, in the ſaid County of *C*, Gent: of the other Part, Witneſſeth, That the ſaid *E*, *W*, for and in conſideration of the Sum of &c. of lawfull Money of *England*, by the ſaid *W*, *D*, to the ſaid *E*, *W*, before hand paid, hath bargained and ſold to the ſaid *W*, his Executors and Aſſigns onely, all and ſingular thoſe Meſſuages, Lands, Tenements, and Hereditaments whatſoever, now, or late being of the Inheritance of one *F*, *W*, of *P*, in the County aforeſaid, Gent: ſcituate, lying, and being in *P*, aforeſaid, or elſewhere in the ſaid County of *C*, and which heretofore were aſſured and granted by the ſaid *F*, unto *P*, *S*, Gent: Son and Heir apparent of *R*, *S*, Eſq; *G W*, of *P*, Gent: and *R*, *H*, of *H*, Yeoman, and their Heirs, to the uſe of the ſaid *J*, *W*, Father of the ſaid *E*, *W*, now deceaſed; and to the Heirs of the body of the ſaid *J*, lawfully begotten, or to begotten, in uſe, poſſeſſion, reverſion, remainder or any other way; To have and to hold, all and ſingular the Premiſſes, to the ſaid *W*, *D*, his Executors and Aſſigns, for and during the term of one year now next following, and fully to be compleat and ended: The remainder thereof to our Soveraign Lord the King, his Heirs and Succeſſors, untill the ſaid *P*, *W*, of *P*, aforeſaid, who is now at *P*, aforeſaid, in full life, ſhall dye without Heirs of his Body lawfully begotten; and that from thenceforth, all and ſingular the Premiſſes, unto the ſaid *E*, *D*, ſhall immediately revert and return. In Witneſs, &c.

That Feoffees ſhall execute Eſtates to ſuch perſons as the Teſtator ſhall by his Will appoint.

THis Indenture made, &c. Between Sir *J. H.* of &c. Knight, and *G. H.* Sonne and Heir apparent of the ſaid Sir *J. H.* of the one part: and *T. N.* and *R. S.* of &c. of the other part. Witneſſeth, That whereas the ſaid Sir *J. H.* and *G. H.* by their Deed indented unto theſe Preſents annexed, have enfeoffed the ſaid *T. N.* and *R. S.* of, and in the Mannors of &c. the intent of which Feoffment and Livery, and Seiſin thereof made is, that the ſaid *T. N.* and *R. S.* and either of them and their Heirs, and the Survivor of them, and their heirs, ſhall ſtand and be ſeiſed of and in all the ſaid Mannors, Lands, Tenements and Hereditaments mentioned in the ſaid Deed of Feoffment hereunto annexed to the uſe of them and their heirs, to the intent, and upon the Conditions hereafter in theſe Preſents expreſſed, That is to ſay, that the ſaid *T. N.* &c. and the Survivor of them and their heirs, ſhall from time to time, and at all times hereafter, during the life of the ſaid Sir *J. H.* within 3. months after requeſt to them made by the ſaid Sir *J. H.* execute and make all ſuch

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Leaſes and Demiſes, Aſſurances, Feoffments, Eſtates, Conveyances, Gifts and Grants of Annuities for term of life, or lives, or for term of years, in Fee-ſimple or in Fee-tail, with remainders over of, in, or out of all the ſaid Mannors, Lands and Tenements, and other the Premiſſes, and every, or any parcel thereof, to ſuch Perſon and Perſons, as he the ſaid Sir *J. H.* ſhall at any time or times during his life, by any writing under his hand nominate and appoint. The ſame Aſſurances, Feoffments, Eſtates, Conveyances, Demiſes, Leaſes, and Grants of the Premiſſes, or of any part thereof, to be made at the coſt and charges of the ſaid Sir *I. H.* And alſo upon Condition, that the ſaid *T. N.* &c. and the Survivor of them, and their heirs, ſhall further make all ſuch Aſſurances, Conveyances, Feoffments, Eſtates, Gifts of Intail, with remainders over, or any other Eſtates, Conveyances, or Aſſurances in the Law of, and in the ſaid Mannors, Lands and Tenements, and of every part thereof, to ſuch Perſon and Perſons, and their heirs, or to the heirs of their bodies lawfully begotten, for term of life, or lives, or otherwiſe, to whom the ſaid Sir *I. H.* alſo by his laſt Will and Teſtament in writing, ſhall nominate, aſſign, and appoint the ſame Eſtates, Aſſurances, or Conveyances to be made according to the true intent and meaning of the ſaid Will and Teſtament of the ſaid Sir *I. H.* And the ſaid *T. N.* &c. for them, their Heirs, &c. do covenant and grant to and with the ſaid Sir *I. H.* his Heirs and Executors by theſe Preſents, that the ſaid *T. N.* &c. and their heirs, at the coſt and charges of the ſaid Sir *I. H.* his Heirs, Executors or Aſſigns, or at the coſt and charges of ſuch Perſon or Perſons to whom any Eſtate of the Premiſſes, or any part thereof, ſhall be by the ſaid Sir *I. H.* nominated and appointed to be made, ſhall make and execute all ſuch Eſtates, Conveyances and Aſſurances of, in, and to the Premiſſes, as ſhall be aſſigned and appointed by the ſaid Sir *I. H.* by his laſt Will, or otherwiſe as aforeſaid: And if the ſaid *T. N.* &c. ſhall refuſe to make and execute ſuch Eſtates and Aſſurances of, and in the ſaid Premiſes, to ſuch Perſon or Perſons, to whom the ſaid Sir *I. H.* ſhall appoint the ſame Eſtates to be made of, and in the ſaid Mannors, Lands and Tenements, *&c.* in manner and form aforeſaid; That then the ſaid *T. N.* &c. and their heirs, and the heirs of the Survivors of them, ſhall after ſuch refuſal, ſtand and be ſeiſed of, and in the ſaid Mannors, Lands, Tenements, *&c.* to the uſes of ſuch Perſons and their heirs, or the heirs of their bodies lawfully begotten, for term of life, lives or years, in Fee-ſimple, or in Fee-tail, according to the Eſtates to whom the ſaid Sir *I. H.* ſhall in his life-time, or otherwiſe, by his laſt Will and Teſtament, will, give, appoint, or aſſign the ſaid Mannors, Lands, Tenements, *&c.* before mentioned. In Witneſs, &c.

A Covenant that Feoffees ſhall make ſuch Eſtates as the Feoffor ſhall by his laſt Will appoint.

To explain the uſes of a Fine levied to make the Lands Fee-ſimple.

THis Indenture made, &c. Between *R. W.* of &c. Gent. of the one part, and *R. C.* of &c. Gent. of the other part, **Witneſſeth**, That whereas the ſaid *R. W.* chiefly upon intent and purpoſe to clear all his Meſſuages, Lands, Tenements and Hereditaments lying in *C.* in the County, &c. or in any other place within the ſaid County, and the Eſtate and Title thereof, of all former Eſtates, Intails and Uſes, and limitation of Eſtates and uſes which have been thereof formerly made, and alſo to dock and clearly cut off the ſame, to the intent and purpoſe, that the ſaid Meſſuages, Lands and Tenements, might be eſtabliſhed unto the ſaid *R. W.* and his heirs for ever, and that the ſaid *R. W.* might have a good and abſolute Eſtate in Fee-ſimple, of, and in the ſame, and alſo full power and ability of all the ſaid Lands, Tenements, and Hereditaments in theſe Preſents mentioned and ſpecified, to make Eſtate, and limit the uſes thereof, as well for the preferment and advancement of his Wife, as otherwiſe, as it ſhould ſeem good unto him, huh heretofore, **That is to ſay**, at the general Seſſions of Aſſizes holden at *L.* the day of &c. hath knowledged and levied a Fine *ſur conuſans de droit come ceo Gillis ont de ſon*, done unto them the ſaid *N. B.* and *R. C.* and the heirs of the ſaid *N.* of and in all the ſaid Meſſuages, Lands, Tenements and Hereditaments, by the name and names of &c. to ſuch intent and purpoſe onely, that the ſaid *N. B* and *C. R.* ſhould be thereof ſeiſed to the uſe of him the ſaid *R. W.* and his heirs. And whereas the ſaid *R. W.* by force of the ſaid Fine is, and ſtandeth lawfully ſeiſed of, and in all and ſingular the ſaid Premiſes in Fee-ſimple, to him and his heirs for ever. **Now this Indenture witneſſeth**, That the ſaid *R. W.* as well for, and in conſideration of the Marriage heretofore had and ſolemnized between the ſaid *R.* and *E.* now Wife of the ſaid *R.* and for the advancement of the ſaid *E.* with a competen and convenient ſtay of living to be aſſured to her after the death of the ſaid *R.* if ſhe ſhall fortune to ſurvive and overlive him; as alſo for divers other good reaſonable and lawful conſiderations, him thereunto moving, hath given, granted, and confirmed, and by theſe Preſents for himſelf, his heirs and Aſſigns, doth give, grant, and confirm unto the ſaid *N. B.* and *R. C.* and their heirs, all his ſaid Meſſuages, Lands, Tenements, and Hereditaments, and all other the Premiſes, with all and ſingular the Appurtenances lying and being &c. aforeſaid. And all and ſingular Houſes, Edifices, Buildings, Orchards, Gardens, Lands, Tenements, Meadows, Feedings, Paſtures, Woods, Underwoods, Waters, Water-courſes, Moors, Moſſes, Mynes, Heaths, Rents, Reverſions, Services, Emoluments, and Hereditaments whatſoever; together with all Wayes Liberties, Commodities, and Profits to the ſaid Premiſes or any part and parcel thereof, belonging or appertaining, or therewith, or with any part or parcel thereof, as part, parcel, or member thereof, at any time or times heretofore accepted, reputed, taken, or otherwiſe had, occupied, uſed, demiſed, or injoyed. To have and to hold

all and ſingular the ſaid Premiſes, with the Appurtenances, and every part and parcel thereof, afore, in, and by theſe Preſents granted or mentioned to be granted aforeſaid unto them *N. B.* and *R. C.* and their heirs onely, to and for ſuch uſes, intents, purpoſes, limitations, and agreements, as hereafter in theſe Preſents are expreſſed, mentioned and declared. That is to ſay, &c. And laſtly, it is covenanted and agreed by and between the ſaid parties to theſe preſents, and the ſaid *R. W.* for the further ſtrengthning of the Uſes aforeſaid, for himſelf and his heirs, doth covenant and agree to and with the ſaid *N. B.* and *R. C.* by theſe preſents, That if theſe preſents ſhall not, or be not perfectly executed by Livery and Seiſin, in part, or in all, before the day of &c. next enſuing the date hereof, that then, and after the day of &c. he the ſaid *R. W.* and his heirs, and all other perſon and perſons, and their heirs, that now are, or before the ſaid day of &c. ſhall be ſeiſed of the ſaid Meſſuages, Lands, Tenements, Hereditaments and Premiſes, or any part thereof, for and in conſideration of the ſaid Marriage already had and ſolemnized between the ſaid R. W. and the ſaid E. and other the Conſiderations aforeſaid, ſhall ſtand and be thereof, or of ſuch part thereof, as whereof no ſuch perfect execution ſhall be had to ſuch ſaid uſes, intents, limitations and purpoſes, as are before in theſe preſents thereof expreſſed, mentioned, and to no other uſe, intent, purpoſe or meaning whatſoever. In Witneſs, &c.

Upon an Exchange.

KNow all men by theſe Preſents, That I *A, B,* of &c. Gent. for the better performance and confirmation of a certain Exchange, agreed upon me the ſaid *A, B,* of the one part; and *C, D,* of &c. Gent. of the other part; Have given, granted, and in Exchange for ever, and by theſe Preſents, do give and grant unto the ſaid *C, D,* all that my Meſſuage or Tenement, with the Appurtenances, commonly called or known by the name of *E,* ſcituate, lying, and being in the Pariſh of *F.* in the County of *N.* and all that my other Meſſuage or Tenement, with the Appurtenances in the ſame Pariſh and County, commonly called by the name of *G.* and all, and all manner of Lands, Meadows, Feedings, Paſtures, Woods, Underwoods, Waſts, Commons, and Hereditaments whatſoever, now in the Tenure & Occupation of *H. J.* to the ſaid Meſſuages or Tenements, or either of them belonging, or appertaining, or accepted, known, or reputed as part, parcel, or member of them, or either of them. To have and to hold the ſaid ſeveral Meſſuages, Tenements, and other the Premiſſes before by theſe Preſents granted, with their Appurtenances, unto the ſaid *C. D.* his Heirs and Aſſigns for ever, in commutation or exchange, and full recompence for three other Tenements, with the Appurtenances of him the ſaid *C. D.* in *C.* in the Pariſh and County aforeſaid, which I have and hold by force and vertue of the ſaid exchange. And I the ſaid *A. B.* and my Heirs, the aforeſaid Meſſuages and Tenements, and all other the Premiſſes, by me by theſe preſents, given in exchange to the ſaid *C. D.* as aforeſaid, to the ſaid *C.* his Heirs and Aſſigns, as well from all former Bargains, Sales, Dowers, Titles, Charges, and Incumbrances whatſoever, had, made, moved,

moved, or done by me the ſaid *A. B.* as alſo againſt all people whatſoever will warrant and acquit, and for ever by theſe preſents defend. *In* Witneſs, &c.

PRINCE.

A Warrant to ſummon Witneſſes to appear to a Commiſſion.

BY vertue of his Majeſties Commiſſion to us and others directed out of his Highneſs Court of Exchequer, for the examination of Witneſſes, in a Cauſe here depending between *R. W.* Plaintiff, and *C. D.* Defendant, Theſe are therefore to require you, and in his Majeſties name, ſtraightly to charge and command you, that you and every one of you, whoſe names are hereunder written, do perſonally appear before us, or any two of us, at *C.* within the County of *W.* at the Sign of &c. upon the day of &b. next enſuing the date hereof, to be examined upon ſuch Interrogatories, as then and there ſhall be adminiſtred on the part and behalf of the ſaid Plaintiff unto you, and hereof fail you not, as you and every of you will anſwer the contrary at your p'els Given under our Hands and Seals, the day of &c.

A Letter ſent by Commiſſioners, to give notice to thoſe whom it concerns, when they will execute their Commiſſion, that they may attend.

WHereas a Commiſſion, iſſuing out of his Majeſties High Court of *Chancery*, is directed to Us, and others, to inquire upon the Statutes of 43 of Queen *Eliz.* concerning the miſ-imployment of Lands, Tenements, good Stocks of Money, &c. given, limited, or appointed to Charitable Uſes; Theſe are to give you, and every of you notice, that we intend to execute the ſaid Commiſſion, upon the day of &c. next enſuing the date hereof, at *N.* by 8 of the clock in the morning of the ſame day; to the end, that you, or ſome of your Sollicitors and Attorneys, may attend his Majeſties Commiſſioners on that day, and give ſatisfaction, why you, or ſome of you, do detain 30 *l.* given by *W. P.* to the Town of *M.* for the relief and maintenance of *E*, and *A*, *B*, Brother and Siſter of the ſaid *W.*

Given under our Hands and Seales, the Day of &c.

To P, G. S, P, *and* K, *his Wife.*

The Form of an Indorsement upon a Feoffment.

MEmorandum, That full and peaceable Possession and Seisin of and in the Messuage or Tenement, and other the Premisses in *Cheap-side* within written, was taken and delivered by the within named *C, D,* to the within named *A, B,* the &c. Day of &c. in the presence of——

Or thus:

MEmorandum, That full and peaceable Possession and Seisin of and in the Messuage, and other the Premisses within written, with the Appurtenances, was delivered by the within named *A, B,* to the within named *C, D*; to the use and behoof within limited, according to the tenour and effect of this present Writing; *Tali die & anno,* in the Presents of the Witnesses hereunder named.

Attornement.

AND the within named *G, H,* attorned Tenant to the within named *C, D,* for the Lands and Tenements in his Possession, by the payment of a Penny; which he paid in the presence of the Witnesses under-written.

Livery and Seisin; Aliter.

MEmorandum, That full and peaceable Possession and Seisin, was taken and delivered by *A, B,* and *C, D,* Attorneys within named, to *F, C,* and *K, P,* within named; and of and in one House and Lands thereto belonging *M W,* within written, in the Tenure of *B,* and *L,* M, in the name of all and singular the Premisses, within specified, *Tali die et anno,* To have and to hold, according to the tenour, force, form, effect, and true meaning of this Deed within written; in presence of,

C, B, M, B, F, E, Tenants of Parcel of the Premisses within contained, did attorn to the said *F, C,* and other the Feoffees within named, by the delivery unto them, *viz.* the said *C,* and *M,* each of them severally one peny, and the said *F, E,* 4 *d.* of lawful *English* Money, in presence of &c.

C, B, M, B, F, E.

F, E, F, B, W, M, R, F, Have also attorned by delivery of every of them 4 *d.* to the said Feoffees within named, as aforesaid.

F. E, F, B, W, M, R, F.

Mo-

MEmorandum, That whereas *R. W.* hath an Estate for term of life (or years) in one Messuage or Tenement, Parcel of the said Lands within specified, the said *R.* is contented and agreed, and also attorneth the said Guift and Grant, according to the effect and intent of the same: In Witness whereof, the said *R.* hath paid to the within *A. G.* one penny, in name of Attornment and Seisin, in the presence of &c.

If the Attornment be upon a Use, declared upon a Fine, then the Attornment must be to the Conuzee in the Fine named: If upon a Grant, to the Grantee; and upon a Feoffment, Feoffee.

A Tripartite Indenture, for the setling of a Charitable Use of 5 *l.* per annum, *given by* R. *to the Poor.*

THis Indenture, &c. *Tripartite*, &c. between *J. T.* and *W. C.* of the first part, and *E. R. J. C.* and *W. W. T. R. W. E. J. W.* and *T. W.* of the second part, and *R. R.* Whereas the said *R. R.* deceased, did by his last Will and Testament in Writing, bearing date the *&c.* in the year *&c.* give and grant 5 *l. per annum*, for ever, out of one Half-Yard-Land in *B.* late before in the Occupation of one *W. C.* unto the said *J. T.* and *W. C.* and to their Heirs and Assigns, to the use of the Poor of *B.* for ever, in these words following, (*viz.*) and touching my Land and Goods, wherewith God hath blessed me beyond my desert. First, To shew my thankfulness to God for his mercy, *&c.* I do give 5 *l.* a year for ever, out of the Half-Yard-Land, lately *W. G.* in *B.* aforesaid, and to *G. T.* and *W. C.* and to their Heirs and Assigns, to the use of the poor Inhabitants of *B.* for ever, either yearly to be disposed amongst them, according to their several needs, or otherwise to be disposed of to their Profits, as by them shall be adjudged most convenient. Provided always, and my Will is, That my Son and Heir, and his Heirs, shall have the free power, to dispose and give 40 *s.* a year of the aforesaid 5 *l.* to any manner of person or persons, at his and their free will and pleasure, *&c.* And further, the said *R. R.* deceased, did by the said Will further declare, That because the said *T. G.* and *W. C.* were mortal, that it was his Will, that they should make other honest religious men Feoffees of the said yearly Rent, that it might be for ever imployed, according to the true intent of the said Will, as by the said Will proved by due course of Law may appear. Now this present Indenture Witnesseth, That the said *T. G.* and *W. C.* for, and in performance, and accomplishment of the said last Will of the said *R. R.* deceased, have granted, assigned, and set over to the said *E. R. J. C.* and *W. W. &c.* the said yearly Rent of 5 *l.* of lawful Money of *England*, to be issuing and going forth out of the said half-yard-land as aforesaid; To have and to hold, the said yearly Rent of 5 *l.* to the said *E. R. J. C. W. W. &c.* and their Heirs and Assigns, to the onely proper use and behoof of the said *J. T. W. C. E. R. J. C. &c.* their Heirs and Assigns for ever, to this intent and purpose, and upon this trust and confidence, expressed and intended by the said last Will, that 3 *l.* of the said yearly Rent of 5 *l.* which the said *J. T. W. C. E. R. J. C. &c.*

their Heirs and Assigns, shall so receive, perceive, and take, and shall pay the same, and dispose thereof: and every part thereof, towards the use and behoof of the poor Inhabitants of *B.* aforesaid for ever, and that the 40 *s.* by the year, residue of the said yearly Rent of 5 *l.* which they the said *J. T. W. C. E. R. F. C. &c.* their Heirs and Assigns, shall so receive, perceive and take, they the said *J. T. W. C. E. R. J. C. &c.* shall pay the same to the said *R. R.* party to these Presents, and to his Heirs, to be disposed by him the said *R. R.* and his Heirs, at his and their free will and pleasure, to what person or persons whatsoever he and they shall like of, according to the true intent and meaning of the said Will: And it is hereby declared and agreed, by and between the Parties to these Presents, that in case 6 of the said Grantees, or Trustees, of the said yearly Rent of 5 *l.* above-named, shall happen to die, then the surviving Grantees, or Trustees, shall convey over the yearly Rent of 5 *l.* to 6 other Grantees or Trustees, to the use of themselves, and the said 6 other Grantees, or Trustees, to and for the use and benefit of the Poor as aforesaid; and so from time to time the 4 surviving Grantees, or Trustees, of the said yearly Rent of 5 *l.* shall continually joyn with themselves 6 other Grantees or Trustees of the said yearly Rent of 5 *l.* in manner and form aforesaid; to the intent, that the said yearly Rent of 5 *l.* to be disposed of to the use of the Poor of the said *B.* in manner as aforesaid, may have continuance for ever, according to the true intent and meaning of the said last Will and Testament, of the said *R. R.* deceased; and the said *R. R.* Party to these Presents, being Tenant in Possession of the said half yard land, doth attorn Tenant to the said *J. T. W. C. E. R. J. C. W. W. &c.* by the delivery of one penny, in the name of Attornment. In Witness, &c.

An Indenture, where a man marrieth the Mother of many Children, and he Covenanteth to pay their Portions at their ages.

THis Indenture, &c. Between *A. B. &c.* and *C. D. &c.* Witnesseth, That whereas the said *A. B.* hath married, and taken to Wife, according to the Ecclesiastical Laws of this Realm *E. P.* late wife to *G. F.* late of, &c. And whereas the said *G. F.* died intestate, being in Debt and Danger, having no sufficient Assetts to satisfy his Funeral and Debts, having at the time of his decease, and as yet living, eight Children, (*viz.*) *A. F. E. D. F. G. H. I.* who by reason of their young age are not yet able to guide and govern themselves, neither yet such Childs parts of Goods as to them belong, or of right do appertain by and after the decease of the said Father; and to the end, that the said Sons and Daughters may be better provided for, It is therefore covenanted, promised, granted, and agreed upon, by and between the said Parties to these Presents, in manner and form following, That is to say, The said *A. B.* doth Covenant, &c. That he the said *A. B.* his, &c. within the space and time of one day next after the said *A.* the Son shall come unto, and be of the age of one and twenty years, which age of one and twenty years shall be accounted to be the 27th. day of &c. which shall be in the Year of our Lord God,

God, &c. after the computation of the Church of *England*, ſhall and will well and truly content and pay, or cauſe to be contented and paid unto the ſaid *A.* or to his Aſſigns, the Sum of 5 l. of, &c. in the, &c. if the ſaid, &c. be then living, and unmarried, and will accept the ſame Payment; and thereupon will make, ſeal, and deliver, or cauſe to be made, ſealed, and delivered unto the ſaid *A. B.* and *E. F.* and to their, or either of their Executors, Adminiſtrators, and Aſſigns, ſuch, or the ſame reaſonable and lawful acquittance for all and every ſuch Legacies, and Childs part of Goods as the ſame *A.* might, or of Right, by any manner of means ought to have from and by the ſaid *G. F.* the Father, as deviſed, adviſed, or required by the ſaid *A. B.* or *E. F.* or either of them, their, or either of their Executors or Aſſigns, or their, or any of their Council Learned in the Law; alſo the ſaid *A. B.* doth Covenant, &c. That the ſame *A. B.* his &c. within the time and ſpace of one day next after (*ut antea Mutatis Mutandis*:) and furthermore the ſaid *A. F.* doth Covenant, &c. That if it fortune the ſaid *A. B. E. D. F. G. H. J.* or any of them to be married before their ſaid ſeverall ages of one and twenty years, That then the ſaid *A. B.* his Executors, &c. at or before every of their ſuch ſeveral Marriages, upon reaſonable Requeſt unto the ſaid *A. B.* his, &c. by the ſaid Sons and Daughters, or by ſo many of them as ſo ſhall be married, or by the then Husband of ſuch the ſaid Daughters to be made, ſhall and will well and truly content and pay, or cauſe, &c. to the ſaid Sons and Daughters, and to the then Husbands of ſuch the ſaid Daughters, all and ſingular their ſaid ſeverall Sums and Payments of five pound, as unto them ſeverally before in theſe preſents are limited, aſſigned, and appointed, without fraud or deceit, if they the ſaid Sons and Daughters ſo marrying, and the then Husbands of ſuch Daughters will accept ſuch their ſeveral Payments, and all thereupon make, ſeal, and deliver, and execute *ut ſupra*. Provided allwayes, and the ſaid *A. B.* doth Covenant, &c. That if it ſhall happen the ſaid Sons and Daughters, or any of them to deceaſe and dye before the ſeveral dayes and times limited within theſe preſents, for the age of one and twenty years of the ſame Sons and Daughters ſo deceaſed, That he the ſaid *A. B.* his, &c. within one day next after the day; That is to ſay, within theſe Preſents, for and to be the age of one and twenty years of the ſame Sons and Daughters ſo deceaſing, ſhall and will well and truly pay in the ſaid, &c. unto ſuch of the ſaid Sons and Daughters as then ſhall be living, all and ſingular ſuch Sums of Money, and Payments limited by theſe Preſents, to the ſaid Sons and Daughters as then to them ſhall be behind, and not paid, equally to be divided amongſt the Sons and Daughters which then ſhall be living, if the ſame Sons and Daughters then living will accept the ſame Payments. And then if need require a Covenant from *C. D.* to him, for and in conſideration of the ſaid Marriage, and for the better maintenance and preferrment of the ſaid Sons and Daughters, and for the natural zeal they bear to the ſaid Children, that they will pay or do ſomething elſe unto them, &c.

FINIS.

Anno Gratiæ circiter 610.

IN Christi Nomine. **Aethelbertus** Rex, Deo inspirante, pro animæ suæ remedio, dedit Episcopo **Mellito** terram quæ appellatur **Tillingham**, ad Monasterii sui solatium; scilicet, Monasterii Sancti Pauli Apostoli Doctoris Gentium: Et ego **Aethelbertus**, ita firmiter concedo tibi Præsuli **Mellito** potestatem ejus habendi & possidendi, ut inperpetuum Monasterii utilitate permaneat. Si quis vero contradicere tentaverit hanc donationem, *Anathema* et *Excommunicatus* sit ab omni societate Christiana, usq; ad satisfactionem. Qua de re, Ego Episcopus **Mellitus** unà cum rege **Aethelberto**, **Humfredum** Episcopum subscribere rogavi ✠ Signum manus **Humfredi** Episcopi. ✠ Signum manus Lecharii Episcopi. ✠ Signum manus Eabane. Signum manus **Aethelwoldi**. Signum manus **Aespine**; et alior. multor'.

Anno Gratiæ circiter 930.

IN nomine Domini Nostri Jesu Christi salvatoris: Ea quæ secundum legem salubriter deficiuntur, licet solus sermo sufficeret, tamen pro evitando futuri temporis ambiguitate fidelissimis scripturis & documentis sint commendanda; Quamobrem Ego **Aethelstanus** Rex Anglor. pro eternæ retributionis spe, et relaxatione peccator. meorum, ad laudem Domini nominis, et ad honorem Sancti Pauli Apostoli & Gentium Doctoris, regali authoritate renovavi atq; restauravi libertatem ad Monasterium ipsius Statutum in Londonia Civitate, ubi diu Sanctus **Erkenwaldus** Episcopatum tenuit: Qui etiam propensius in Monasterij Studens proficuo illud Privilegium quod hactenus in præfat' habetur Monasterio in urbe *Romulea* confirmari petebat; aliaq; quam plurima privilegia, quæ nostri Antecessores pro redemptione animarum suarum & pro celestis regni desidetio constituerunt,

ſtituerunt, et in illo Monaſterio ſcripto continentur. Hæc eſt interim illa Libertas, quam ut perpetua iter in prædicto Monaſterio permaneat, animo libenti conſtituo; id eſt decem maſsas ad Standonam cum Wiothe, et octo æt Eadboldesege, cum Liccanhaeth, et decem ad Bylcha cum Wicham, et octo ad Tidwoldditton, et duodecem ad Runwella, et triginta ad Eadulfesneaſa, et decem ad Dyncgtun, et octo ad Berne, et decem ad Neosdune cum Pillesdune; hanc ego libertatem pro petitione & admonitione Venerabilis Epiſcopi Theodorici, qui tunc temporis eidem Monaſterio Præfuit, placabili mentis devotione, dictare, ſcribere, commendare procuravi: Si quis vero, quod non optamus, hujus Decreti adverſitat' infringere tentaverit, aut aliter quam à nobis ſtatutum eſt mutare præſumpſerit, ſit à conſortio Domini noſtri Jeſu Chriſti ſegregatus, et cum lupis rapacibus ponatur, et ejus ligaturis ſe convinctum ſciat, cui Chriſtus claves celeſtis regni commendans, ait, *Tu es* Petrus, *et ſuper hanc* Petram *edificabo Eccleſiam meam; et tibi dabo, claves regni Cœlorum, et quodcunq; ligaveris ſuper terram, erit ligatum & in cœlis, et quodcunq; ſolveris ſuper terram, erit ſolutum & in cœlis.* Deniq; adhuc pro ampliori firmitati teſtamento, omni noſtro præcipimus, atq; præcipiendo obſecramus, ut maneat iſta libertas inſolubiliter ab omni ſeculari ſervitio, cum omnibus per circuitum ad ſe rite pertinentibus, Campis, pratis, paſcuis, ſylvis, rivulis, tribus exceptis expeditione pontis arciſq; conſtructione & exercitu. Idcirco vero hujus donationis munificentiam tam firmiter atq; immobiliter imperamus, quia per hoc à Domino cœleſtem beatitudinem accipere ſperamus, illo annuente, cui eſt honor, et poteſtas, et Imperium, per infinita ſeculorum ſecula. Deinde hujus Decreti conſentiens teſtis fuit Adregarus Archipræſul, et Osketell Metropolitanus *Eloracenſis* Eccleſiæ, et Eilfianus *Lundonienſis* Epiſcopus, et Aiulf *Hereſordenſis* Baſilicæ Epiſcopus, et Aelfere Dux, et Withnod Dux, et Aelfric Abbas, et Aelfmane Abbas, et multi alii.

Hæc

Hæc ſunt Expoſitiones antiquorum

Vocabulorum in Carta Regis contentorum, excerpt. ex vetere libro in ædibus Divi Pauli Lond. reſervat.

A.

Averpeny, Quod quieti ſint de denar. dand' pro Averagio Domini Regis.

B.

Bladwyte, Quod habeant omnia amerciamenta pro ſanguine effuſo in terra & quod habeant inde placita in Cur' ſua & quod habeant commoda inde provenientia.

Bourghbreche, Quod quieti ſint tranſgreſſionibus in Civitat. aut Burgo fact. cont. pacem.

Bordhalfpeny, Quod quieti ſint de quadam conſuetudine exacta in mercato pro tabulis levatis ubi datur obolus pro tabula.

Burghote, Quod quieti ſint de reficiend. pontibus tranſitoriis vel hujuſmodi.

Burghote, Quod quieti ſint de auxilio faciend. ad reficiend. Burg. Caſtrum vel Civitatem vel muros proſtratos.

C.

Childwite, Hoc eſt quod capiant greſuma aliqua. de nativa ſua corrupta & pregnante ſine licentia ſua.

D.

Danegeld, Quædam conſuetudo quam Dani levaverunt in Anglia.

F.

Flemeneswite, aliàs **Fledwite**, Quod quieti ſint de amerciamentis cum quis Utlagatus aliqu. venit ad pacem Dom. Regis ſponte vel licenciatus.

Flythwite,

Flythwite, Quod quieti ſint de Amerciamentis pro contentione et conviciis motis in exceratus.

Flemensefrith, Quod habeant catalla hominis ſui fugitivi q. Freth. Angl. Ronne Chatell.

Foſtall, Quod quieti ſint de amerciamentis de Catall. infra terram ſuam vel extra areſtat. et quod habeant & teneant placita inde provenientia.

Fozkong, **Frithſolkne**, Libertas Franci Plegii.

G.

Grithbreach, Hoc eſt, quod pax Domini Regis non ſit Fracta ſed teneatur.

Grith, Anglicè Pax.

Geld, Quod quieti ſint de conſuetudinibus & ſerviciis, quæ quondam dari conſueverunt, ſicut **Hoznegeld** et ſimilia.

Garnage, Si Dominus Rex talliaverit terr' per carucas.

H.

Hengewite, Hoc eſt, quod quieti ſint de amerciamento pro latrone ſuſpenſo ſine Juditio & juſtitia.

Homsolkne, Hoc eſt, quod quieti ſint de ingreſſu Hoſpicor. violent. contra voluntat. Dominorum ac contra pacem & quod teneant placitum in Cur' ſua.

Hydage, Si Dominus Rex talliaverit terr' per Hidas.

Holnegeld, alias **Hoznegeld**, Quod quieti ſint de quadam conſuetudine quondam exacta per tallag' per totam terram, viz. pro quad. beſtia cornutafin.

Hundzede, alias **Wardpeny**, Quod quieti ſint de denar' dand. vel aliis conſuetudinibus propoſitis Hundredi.

I.

Infongenethef, Hoc eſt, quod Latrones capti in dominio vel feodo ſuo pro Latrocinio cum convicti fuerint ad furcas proprias ſuſpendantur. **Infenge.**

L.

Leytherwite, Hoc eſt, quod capiant emend. ab ipſo qui corrumpit Notitiam ſuam ſine licencia ſua.

Leſtage, alias **Leſtange**, Quod quieti ſint de quadam exactione in Nundinis mercat' & Portubus pro rebus Cariand. ubicunq; voluerint.

Wiskenning

M.

Miskenning, aliàs **Mistering**, Transgresio in Verbo vel in facto.

P.

Poundbrech, alio loco **Poundbrech**, Quod quieti sint de transgressionibus erga Dominos commissis.

S.

Soke, Hoc est, sect. de homagio suo habeant in Cur' sua secundum consuetud. regni.

Sake, Hoc est, quod habeant emend' et teneant placita de transgr' hominum suorum in cur' sua quæ **Sake** Angl. à hesone.

Shot, vel **Skot**, Quod quieti sint de quad. consuetud. sicut de Tallag' scõ ad opus vior'. vel alior'.

Stallage, Quod quieti sint de quad. consuetud. exacta pro placeis captis vel asignatis in Nundinis vel mercat'.

Shewinge, aliàs **Shewite**, Quod quieti sint de amerciamentis in quacunq; cur' et coram quibuscunq; Cur' de querelis ostensis & non adjudicatis.

T.

Tol, Hoc est, quod ipsi & homines sui de toto homagio suo sint quieti omni tolneto, exactione & de omnibus rebus emptis et venditis.

Them et **Tem**, Hoc est, quod tota generationem villanorum suor' cum eor' sectis & catallis suis ubi' cunq; invenerint, nisi manserint in antiquo Dominico per unum annum vel in aliquo villa privilegiata, viz. in Civitat' Burgo, &c. Ita quod sint in eorum Communia et Gilda & tunc liberantur à Villenagio, & hic caveant quod non inveniant' in judicio suo.

Thottugpeny, aliàs **Thoxtugpeny**, Quod sint de ten' vil' hum.

V.

Utfangenthef, aliàs **Outfangenethef**, Hoc est quod Latrones de Dominico suo vel feodo extra terr' vel feodum suum capti cum convicti fuerint ad furcas suas suspendantur.

Utlepe, Escapium de persona.

Wardewite,

Wardewite, vel **Wardwythe**, Quod quieti ſint de amerciamentis pro Wardo faciendo ſecundum conſuetudinem.
Weiegeldethef, Latro' qui poteſt arrein.
Wapentake, Quod quieti ſint de Sect. Hundred. & Wapentake.
Wardpeny, Quod quieti ſint denar' dand'. vel aliis conſuetudinibus propoſit' Hundred'.

An Expoſition of ſome Olſolete Words.

Aiodialia, Free or Freehold Land.
Aiuetus, Elders.
Arabarches, Chief Cuſtomer.
Arundinetum, A Reedy place.

Burſe, I ſuppoſe from the Latine, *Byrſa*.
Bygam, Wrangle, *Contentio*.

Caballa, or **Cabala**, Secrets of State or the Councel; *accipitur etiam pro occultiſſima ſcientia inter Rabbinos Hebræos*.

Dene, A *Saxon* word, ſignifying a Town, as *Tenter-Dene*.
Dune, A *Saxon* word, ſignifying a Down.

Ey, A place encompaſſed with water; an Iſland.

Fraſſetum, A Wood, or Wood-ground.
Filicetum, A Bracky ground.
Fraxinentum, A Wood of Aſhes.

Haubert, A high defence. *See for Fee, de Haubert of Land in* Lamb. *Peramb. of* Kent.

Lupulicetum, A Hop-ground.
Lacerta, A Fathom.

Dyuel,

Ordeel, A *Saxon* word; a manner of Tryall by Fire.

Rumen, It signifieth Large.

Salicetum, A Wood of Elder.
Salina, } Salt-Pits.
Selda, }
Selde, A Wood of Willowes.

Socman, Is one that holds such Land as either is, or is not dividable by Custome: As, If Land be held by **Sockman** in Gavelkind, then shall it be divided among all his Sons: If descendable to the Eldest Son, to him only it shall still descend.

Sullings, Elders.

Tenmantale, A Tything-man.
Tronagium, }
Stallagium, }
Picagium, }
Wharfagium, }
Anchoragium, } Species Tolneti variæ.
Pedagium, }
Muragium, }
Cranagium, }
Pontagium, }
Pavagium, }

Weald, A Woody place.

Were, Is the price of a man's life as he was valued in Old time; after the manner of valuation in the Kings Book for a Subsidy, &c.

Nomina

Nomina virorum Anglice & Latine per 3: casus variata.

A	A	A	A
Aaron.	Aaron.	Aaronem.	Aaroni.
Abas.	Abas.	Abantida.	Abanti.
Abel.	Abel.	Abelem.	Abeli.
Abraham.	Abrahamus.	Abrahamum.	Abrahamo.
Abſyrtus.	Abſyrtus.	Abſyrtum.	Abſyrto.
Abiathar.	Abiathar.	Abiathar.	Abiathar.
Achiſh.	Achiſh.	Achiſh.	Achiſh.
Adam.	Adamus.	Adamum.	Adamo.
Adonis.	Adonis.	Adonida.	Adonidi.
Adelph.	Adelphus.	Adelphum.	Adelpho.
Adoniah.	Adoniah.	Adoniam.	Adoniæ.
Adrian.	Adrianus.	Adrianum.	Adriano.
Æneas.	Æneas.	Æneam.	Æneæ.
Æolus.	Æolus.	Æolum.	Æolo.
Æſop.	Æſopus.	Æſopum.	Æſopo.
Agrippa.	Agrippa.	Agrippam.	Agrippæ.
Ahaſuerus.	Ahaſuerus.	Ahaſuerum.	Ahaſuero.
Ahimelech.	Ahimelech.	Ahimelech.	Ahimelech.
Ahab.	Ahab.	Ahab.	Ahab.
Alexander.	Alexander.	Alexandrum.	Alexandro.
Alfeſtan.	Alfſtanus.	Alfſtanum.	Alfſtano.
Alexius.	Alexius.	Alexium.	Alexio.
Alfred.	Alfredus.	Alfredum.	Alfredo.
Alonſo.	Alonſo.	Alonſo.	Alonſo.
Amaziah.	Amaziah.	Amaziah.	Amaziah.
Aminadab.	Aminabab.	Aminadab.	Aminadab.
Amaſa.	Amaſa.	Amaſa.	Amaſa.
Amos.	Amos.	Amos.	Amos.
Ankor.	Ankor.	Ankor.	Ankor.
Andrew.	Andreas.	Andream.	Andreæ.
Anſelme.	Anſelmus.	Anſelmum.	Anſelmo.
Antony.	Antonius.	Antonium.	Antonio.
Apollonius.	Apollonius.	Apollonium.	Apollonio.
Apollo.	Apollo.	Apollinem.	Apollini.
Apelles.	Apelles.	Apellem.	Apelli.
Aretas.	Aretas.	Aretam.	Aretæ.
Ariſtobulus.	Ariſtobulus.	Ariſtobulum.	Ariſtobulo.
Archimedes.	Archimedes.	Archimedem.	Archimedi.

Artaxerxes

Artaxerxes	Artaxerxes	Artaxerxem	Artaxerxi.
Aristoteles.	Aristoteles	Aristotelem	Aristoteli.
Arthur	Arthurus	Arthurum	Arthuro.
Augustine	Augustinus	Augustinum	Augustino.
Augustus	Augustus	Augustum	Augusto.
Azariah	Azariah	Azariam	Azariæ.

B. *B.* *B.* *B.*

BArtu	Bartu	Bartu	Bartu
Baptist	Baptista	Baptistam	Baptistæ
Basileus	Basilius	Basilium	Basilio.
Bajazet	Bajazethes	Bajazethem	Bajazethi.
Bartholomew	Bartholomeus	Bartholomeum	Bartholomeo.
Balthazar	Balthazar	Balthazarem	Balthazarii.
Basil	Basileus	Basileum	Basileo:
Barnaby	Barnabas	Barnabam	Barnabæ.
Bertram	Bertramus	Bertramum	Bertramio.
Bede	Beda	Bedam	Bedæ.
Benjamin	Benjaminus	Benjaminum	Benjamino.
Bernard	Bernardus	Bernardum	Bernardo.
Bevis	Bevis	Bevis	Bevi.
Boniface	Bonifatius	Bonifatium	Bonifatio.
Brennus	Brennus	Brennum	Brenno.
Brute	Brutus	Brutum	Bruto.
Bryan	Bryanus	Bryanum	Bryano.
Bulstrode	Bulstrode	Bulstrode.	Bulstrode.
Benayah	Benayah	Benayam	Benayæ.
Barak	Barak	Barak	Barak.
Baruch	Baruch	Baruch	Baruch.

C. *C.* *C.* *C.*

CAyus	Cayus	Cayum	Cayo.
Caleb	Caleb	Caleb	Caleb.
Cadmus	Cadmus	Cadmum	Cadmo.
Cæsar	Cæsar	Cæsarem	Cæsari.
Calliſtratus	Calliſtratus	Calliſtratum	Calliſtrato.
Cambyſes	Cambyſes	Cambyſem	Cambyſi.
Charles	Carolus	Carolum	Carolo.
Caſtor	Caſtor	Caſtorem	Caſtori.
Cato.	Cato	Catonem	Catoni.
Catulus	Catulus	Catulum	Catalo.
Cataline	Catalina	Catalinam	Catalinæ.

Cain	Cain	Cain	Cain.
Chriſtopher	Chriſtophorus	Chriſtophorum	Chriſtophoro.
Chryſoſtome	Chryſoſtomus	Chryſoſtomum	Chryſoſtomo.
Criſpine	Criſpinus	Criſpinum	Criſpino.
Claudius	Claudius	Claudium	Claudio.
Cyril	Cyrillus	Cyrillum	Cyrillo.
Cleophas	Cleophas	Cleopham	Cleophæ.
Cephas	Cephas	Cepham	Cephæ.
Criſpus	Criſpus	Criſpum	Criſpo.

D.	*D.*	*D.*	*D.*
DAniel	Daniel	Danielem	Danieli.
David	David	Davidem	Davidi.
Darius	Darius	Darium	Dario.
Demetrius	Demetrius	Demetrium	Demetrio.
Denis	Dionyſius	Dionyſium	Dionyſio.
Deodate	Deodatus	Deodatum	Deodato.
Diogenes	Diogenes	Diogenem	Diogeni.
Diotrephes	Diotrephes	Diotrephem	Diotrephi.
Demoſthenes	Demoſthenes	Demoſthenem	Demoſtheni.
Democritus	Democritus	Democritum	Democrito.
Demaratus	Demaratus	Demaratum	Demarato.
Druſus	Druſus	Druſum	Druſo.
Dunſtan	Dunſtanus	Dunſtanum	Dunſtano.
Dutton	Duttonus	Duttonum	Duttono.
Diodorus	Diodorus	Diodorum	Diodoro.
Diocletian	Diocletianus	Diocletianum	Diocletiano.
Domitian	Domitianus	Domitianum	Domitiano.

E.	*E.*	*E.*	*E.*
EDward	Edwardus	Edwardum	Edwardo.
Edwin	Edwinus	Edwinum	Edwino.
Edgar	Edgarus	Edgarum	Edgaro.
Edmund	Edmundus	Edmundum	Edmundo.
Eldred	Eldredus	Eldredum	Eldredo.
Elias	Elias	Eliam	Elia.
Ely	Eli	Eli	Eli.
Emanuel	Emanuel	Emanuel	Emanuel.
Ephraim	Ephraimus	Ephraimum	Ephraimo.
Eraſmus	Eraſmus	Eraſmum	Eraſmo.
Erneſt	Erneſtus	Erneſtum	Erneſto.
Etheldred	Etheldredus	Etheldredum	Etheldredo.

Ethelſtan

Ethelſtan	Ethelſtanus	Ethelſtanum	Ethelſtano.
Euſtace	Euſtachius	Euſtachium	Euſtachio.
Eurialus	Eurialus	Eurialum	Eurialo.
Endimion	Endimion	Endimionem	Endimioni.
Epaminondas	Epaminondas	Epaminondam	Epaminondæ.
Epaphroditus	Epaphroditus	Epaphroditum	Epaphrodito.
Eraſtus	Eraſtus	Eraſtum	Eraſto.
Evander	Evander	Evandrum	Evandro.
Eubal	Eubulus	Eubulum	Eubulo.
Euripedes	Euripedes	Euripedem	Euripedi.
Everard	Everardus	Everardum	Everardo.

F. *F.* *F.* *F.*

FAbius	Fabius	Fabium	Fabio.
Fabian	Fabianus	Fabianum	Fabiano.
Favorinus	Favorinus	Favorinum	Favorino.
Fauſtus	Fauſtus	Fauſtum	Fauſto.
Felix	Felix	Felicem	Felici.
Feſtus	Feſtus	Feſtum	Feſto.
Ferdinando	Ferdinandus	Ferdinandum	Ferdinando.
Flavius	Flavius	Flavium	Flavio.
Florianus	Florianus	Florianum	Floriano.
Fortunatus	Fortunatus	Fortunatum	Fortunato.
Francis	Franciſcus	Franciſcum	Franciſco.
Frederic	Fredericus	Fredericum	Frederico.
Fulke	Fulco	Fulconem	Fulconi.
Fulvius	Fulvius	Fulvium	Fulvio.
Faithful	Fidelis	Fidelem	Fideli.
Freeman	Freemanus	Freemannum	Freemanno.
Forteſcue	Fortiſcutius	Fortiſcutium	Forteſcutio.

G. *G.* *G.* *G.*

GAbriel	Gabriel	Gabrielem	Gabrieli.
Gamaliel	Gamaliel	Gamalielem	Gamalieli.
Gaius	Gaius	Gaiam	Gaio.
George	Georgius	Georgium	Georgium.
Gervaſe	Gervaſius	Gervaſium	Gervaſio.
German	Germanus	Germanum	Germano.
Gregory	Gregorius	Gregorium	Gregorio.
Gerard	Gerardus	Gerardum	Gerardo.
Gibes	Egidius	Egidium	Egidio.
Godwin	Godwinus	Godwinum	Godwino.

Griffith	Griffithius	Griffithium	Griffithio.
Godfrey	Godfridus	Godfreidum	Godfreydo.
Gideon	Gideon	Gideonem	Gideoni.
Guſman	Guſmanus	Guſmanum	Guſmano.
Galba	Galba	Galbam	Galbæ.
Galen	Galenus	Galenum	Galeno.
Gordius	Gordius	Gordium	Gordio.
Gordianus	Gordianus	Gordianum	Gordiano.
Gracchus	Gracchus	Gracchum	Graccho.
Gyges	Gyges	Gygem	Gygi.

H.	*H.*	*H.*	*H.*
HAman	Haman	Haman	Haman.
Hannibal	Hannibal	Hannibalem	Hannibali.
Hiero	Hiero	Hieronem	Hieroni.
Hector	Hector	Hectora	Hectori.
Henry	Henricus	Henricum	Henrico.
Heliodorus	Heliodorus	Heliodorum	Heliodoro.
Heliogabalus	Heliogabulus	Heliogabalum	Heliogabalo.
Heraclius	Heraclius	Heraclium	Heraclio.
Heraclitus	Heraclitus	Heraclitum	Heraclito.
Hercules	Hercules	Herculem	Herculi.
Hermes	Hermes	Hermetem	Hermeti.
Herod	Herod	Herodem	Herodi.
Harold	Harold	Haroldum	Haroldo.
Herodotus	Herodotus	Herodotum	Herodoto.
Homer	Homerus	Homerum	Homero.
Horace	Horatius	Horatium	Horatio.
Hortenſius	Hortenſius	Hortenſium	Hortenſio.
Harbottle	Harbottellus	Harbottellum	Harbottello.
Hamlet	Hamlet	Hamlet	Hamlet.
Herbert	Herbertus	Herbertum	Herberto.
Hilary	Hilarius	Hilarium	Hilario.
Hugh	Hugo	Hugonem	Hugoni.
Hoſea	Hoſeas	Hoſeam	Hoſeæ.
Habbakuk	Habbakuk	Habbakuk	Habbakuk.
Humphrey	Humphridus	Humphridum	Humphrido.
Hawfray	Hawfray	Hawfray	Hawfray.
Hezron	Hezron	Hezronem	Hezroni.
Heman	Heman	Heman	Heman.
Haggay	Haggeum	Haggeum	Haggeo.
Hanun	Hanun	Hanun	Hanun.

I.	*I.*	*I.*	*I.*
IAcob, James,	Jacob. Jacobus.	Jacob, Jacobum,	Jacob. Jacobo.
Jasper,	Jasper.	Jasper	Jasper.
Jason,	Jason.	Jasonem	Jasoni.
Janus,	Janus.	Janum	Jano.
Jerome,	Jeronimus.	Jeronimum	Jeronimo.
Jedidiah,	Jedidiah.	Jedidiam	Jedidiæ.
Jeremiah,	Jeremias,	Jeremiam	Jeremiæ.
Isayah,	Isayas.	Isayam	Isayæ.
Joel,	Joel.	Joelem	Joeli.
Jonah,	Jonas.	Jonam	Jonæ.
John,	Johannes.	Johannem	Johanni.
Johanan,	Johanan.	Johanan	Johanan.
Jovinian,	Jovinianus.	Jovinianum	Joviniano.
Irus,	Irus.	Irum	Iro.
Juba,	Juba.	Jubam	Jubæ.
Jugurtha,	Jugurtha.	Jugurtham	Jugurthæ.
Julius,	Julius.	Julium	Julio.
Jupiter,	Jupiter.	Jovem	Jovi.
Juvenal,	Juvenalis.	Juvenalem	Juvenali.
Junius.	Junius.	Junium	Junio.
Ignatius,	Ignatius.	Ignatium	Ignatio.
Job,	Jobus.	Jobum	Jobo.
Joab,	Joab.	Joab	Joab.
Jonathan,	Jonathan.	Jonathan	Jonathan.
Josias,	Josias.	Josiam	Josiæ.
Joseph,	Josephus.	Josephum	Josepho.
Joshuah,	Joshuah.	Joshuam	Joshuæ.
Isaac,	Isaacus.	Isaacum	Isaaco.
Jude.	Judas.	Judam	Judæ.

K.	*K.*	*K.*	*K.*
KEster, Kenhelme,	Kesterus. Kenelmus.	Kesterum Kenhelmum	Kestero. Kenhelmo.

L.	*L.*	*L.*	*L.*
LAbienus, Lambert,	Labienus. Lambertus.	Labienum Lambertum	Labieno. Lamberto.

L.	*L.*	*L.*	*L.*
Lancelot	Lancelottus.	Lancelottum	Lancelotto.
Lawrence	Lawrentius.	Lawrentium	Lawrentio.
Lazarus	Lazarus.	Lazarum	Lazaro.
Laertes	Laertes.	Laertem	Laerti.
Leopold	Leopoldus	Leopoldum	Leopoldo.
Leander	Leander	Leandrum	Leandro.
Lentulus	Lentulus	Lentulum	Lentulo.
Leonides	Leonides	Leonidem	Leonidi.
Lysander	Lysander	Lysandrum	Lysandro.
Lionell	Lionellus	Lionellum	Lyonello.
Livius	Livius	Livium	Livio.
Leonard	Leonardus	Leonardum	Leonardo.
Lodowick	Lodovicus	Lodovicum	Lodovico.
Luke	Lucas	Lucam	Lucæ.
Lucullus	Lucullus	Lucullum	Lucullo.
Lucan	Lucanus	Lucanum	Lucano.
Lycurgus	Lycurgus	Lycurgum	Lycurgo.
Lewis	Ludovicus	Ludovicum	Ludovico.

M.	*M.*	*M.*	*M.*
Malachy	Malachias	Malachiam	Malachiæ.
Manasseh.	Manasses	Manassem	Manasi.
Manley	Manlius	Manlium	Manlio.
Mark	Marcus	Marcum	Marco.
Marcellus	Marcellus	Marcellum	Marcello.
Martin	Martinus	Martinum	Martino.
Matthew	Mattheus	Mattheum	Mattheo.
Matthias	Matthias	Matthiam	Matthiæ.
Matthat	Matthat	Matthat	Matthat.
Marius	Marius	Marium	Mario.
Menelaus	Menelaus	Menelaum	Menelao.
Menippus	Menippus	Menippum	Menippo.
Maximilian	Maximilianus	Maximilianum	Maximiliano.
Maurice	Mauritius	Mauritium	Mauritio.
Melchisedeck	Melchisedec	Melchisedecum	Melchisedeco.
Michael	Michael	Michaelem	Michaeli.
Miles	Milo	Milonem	Miloni.
Mithridates	Mithridates	Mithridatem	Mithridati.

Moses

M.	*M.*	*M.*	*M.*
Moſes	Moſes	Moſen	Moſi.
Mountague	Mountague	Mountague	Mountague.
Mountjoy	Mountjoy	Mountjoy	Mountjoy.
Micha	Micha	Micham	Michæ.

N.	*N.*	*N.*	*N.*
NAdab	Nadab	Nadab	Nadab.
Nathan	Nathan	Nathan	Nathan.
Nathaniel	Nathaniel	Nathanielem	Nathanieli.
Narciſſus	Narciſſus	Narciſſum	Narciſſo.
Narſes	Narſes	Narſem	Narſi.
Nehemiah	Nehemias	Nehemiam	Nehemiæ.
Nero	Nero	Neronem	Neroni.
Neſtor	Neſtor	Neſtorem	Neſtori.
Nicanor	Nicanor	Nichanor	Nichanor.
Nicodemus	Nichodemus	Nichodemum	Nichodemo.
Ninus	Ninus	Ninum	Nino.
Noah	Noah	Noam	Noæ.
Numah	Numa	Numam	Numæ.
Numitor	Numitor	Numitor	Numitor.

O.	*O.*	*O.*	*O.*
OBadiah	Obadias	badiam	Obadiæ.
Obed	Obed	bed	Obed.
Odo	Otho	Othonem	Othoni.
Oliver	Oliverus	Oliverum	Olivero.
Oneſiphorus	Oneſiphorus	Oneſiphorum	Oneſiphoro.
Origen	Origenes	Origenem	Origeni.
Orpheus	Orpheus	Orpheum	Orpheo.
Otway	Otway	Otway	Otway.
Owen	Owenus	Owenum	Oweno.
Oreſtes	Oreſtes	Oreſtem	Oreſti.

P.	*P.*	*P.*	*P.*
PAris	Paris	Paridem	Paridi.
Paſchal	Paſchalis	Paſchalem	Paſchali.
Patrochus	Patroclus	Patroclum	Patroclo.
Patrick	Patritius	Patritium	Patritio.
Paul	Paulus	Paulum	Paulo.
Peregrine	Peregrinus	Peregrinum	Peregrino.
Peter	Petrus	Petrum	Petro.
Peirſe	Peirſe	Peirs	Peirs.
Pericles	Pericles	Periclem	Pericli.
Perſeus	Perſeus	Perſeum	Perſeo.
Philibert	Philibertus	Philibertum	Philiberto.
Philip	Philippus	Philippum	Philippo.
Phineas	Phineas	Phineam	Phineæ.
Philemon	Philemon	Philemonem	Philemoni.
Poſthumus	Poſthumus	Poſthumum	Poſthumo.
Piſiſtratus	Piſiſtratus	Piſiſtratum	Piſiſtrato.
Pittacus	Pittacus	Pittacum	Pittaco.
Plato	Plato	Platonem	Platoni.
Pliny	Plinius	Plinium	Plinio.
Polycrates	Polycrates	Polycratem	Policrati.
Polydore	Polydorus	Polydorum	Polydoro.
Pompey	Pompeius	Pompeium	Pompeio.
Priamus	Priamus	Priamum	Priamo.
Prometheus	Prometheus	Prometheum	Prometheo.
Probus	Probus	Probum	Probo.
Ptolomy	Ptolomeus	Ptolomeum	Ptolomeo.
Pyramus	Pyramus	Pyramum	Pyramo.
Pyrrhus	Pyrrhus	Pyrrhum	Pyrrho.
Pythagoras	Pythagoras	Pythagoram	Pythagoræ.

Q.	*Q.*	*Q.*	*Q.*
QUintin	Quintinus	Quintinum	Quintino.
Quincilian	Quintilianus	Quintilianum	Quintiliano.
Quintus	Quintus	Quintum	Quinto.

Ralph

R.	*R.*	*R.*	*R.*
RAlph	Radulphus	Radulphum	Radulpho.
Ranulph	Ranulphus	Ranulphum	Ranulpho.
Randol	Randolphus	Randolphum	Randolpho.
Raphael	Raphael	Raphaele	Raphaeli.
Reynold	Reynoldus	Reynoldum	Reynoldo.
Reuben	Reuben	Reuben	Reuben.
Rees	Rheſus	Rheſum	Rheſo.
Rice	Riceus	Riceum	Riceum.
Richard	Richardus	Richardum	Richardo.
Robert	Robertus	Robertum	Roberto.
Roger	Rogerus	Rogerum	Rogero.
Rowland	Rowlandus	Rowlandum	Rowlando.

S.	*S.*	*S.*	*S.*
SAmpſon	Sampſon	Sampſonem	Sampſoni.
Samuel	Samuel	Samuelem	Samueli.
Saul	Saul	Saulem	Sauli.
Sardanapalus	Sardanapalus	Sardanapalum	Sardanapalo.
Sebaſtian	Sebaſtianus	Sebaſtianum	Sebaſtiano.
Servius	Servius	Servium	Servio.
Sigiſmund	Sigiſmundus	Sigiſmundum	Sigiſmundo.
Silvanus	Sylvanus	Sylvanum	Sylvano.
Sylveſter	Sylveſter	Sylveſtrem	Sylveſtri.
Sylvius	Sylvius	Sylvium	Sylvio.
Simeon	Simeon	Simeonem	Simeoni.
Simon	Simon	Simonem	Simoni.
Socrates	Socrates	Socratem	Socrati.
Solon	Solon	Solonem	Soloni.
Stephen	Stephanus	Stephanum	Stephano.
Swithin	Swithunus	Swithunum	Swithuno.
Sydney	Sydneyus	Sydneyum	Sydneyo.
Sylla	Sylla.	Syllam	Syllæ.

T.	*T.*	*T.*	*T.*
TAcitus Tarquinius	Tacitus Tarquinius	Tacitum Tarquinium	Tacito Tarquinio
Terence	Terentius	Terentium	Terentio
Thales	Thales	Thalem	Thali
Theobald	Theobaldus	Theobaldum	Theobaldo
Theodore	Theodorus	Theodorum	Theodoro
Theodorick	Theodoricus	Theodoricum	Theodorico
Theodosius	Theodosius	Theodosium	Theodosio
Theophilus	Theophilus	Theophilum	Theophilo
Thomas	Thomas	Thomam	Thomæ
Themistocles	Themistocles	Themistoclem	Themistocli
Theopompus	Theopompus	Theopompum	Theopompo
Theseus	Theseus	Theseum	Theseo
Timothy	Timotheus	Timotheum	Timotheo
Titus	Titus	Titum	Tito
Tichicus	Tichicus	Tichicum	Tichico
Toby	Tobias	Tobiam	Tobiæ
Tristram	Tristramus	Tristramum	Tristramo
Torquatus	Torquatus	Torquatum	Torquato
Trajan	Trajanus	Trajanum	Trojano
Theophrastus	Theophrastus	Theophrastum	Theophrasto.

V.	*V.*	*V.*	*V.*
VAlerius Varro	Valerius Varro	Valerium Varronem	Valerio. Varroni.
Valens	Valens	Valentem	Valenti.
Valentine	Valentinus	Valentinum	Valentino.
Vitellius	Vitellius	Vitellium	Vitellio.
Vincent	Vincentius	Vincentium	Vincentio.
Ulpianus	Ulpianus	Ulpianum	Ulpiano.
Urbanus	Urbanus	Urbanum	Urbano.
Urian	Urianus	Urianum	Uriano.
Uriah	Urias	Uriam	Uriæ.

Walter

W.	*W.*	*W.*	*W.*
VValter	Walterus	Walterum	Waltero.
William	Willielmus	Willielmum	Willielmo.
Wilfrid	Wilfridus	Wilfridum	Wilfrido.
Walfer	Wulferus	Wulferum	Wulfero.
Wulſtan	Wulſtanus	Wulſtanum	Wulſtano.

Z.	*Z.*	*Z.*	*Z.*
ZAchariah	Zacharias	Zachariam	Zachariæ.
Zacheus	Zacheus	Zacheum	Zacheo.
Zephany	Zephanias	Zephaniam	Zephaniæ.
Zopyrus	Zopyrus	Zopyrum	Zopyro.
Zeuxes	Zeuxes	Zeuxem	Zeuxi.
Zaleucus	Zaleucus	Zaleucum	Zaleuco.

Nomine

Nomina mulierum per tres caſus variata.

A.	A.	A.	A.
ABigail, Abihaill,	Abigail Abihaill	Abigail Abihaill	Abigail. Abihaill.
Adah,	Adah	Adah	Adah.
Agatha,	Agatha	Agatham	Agathæ.
Agnes,	Agnes	Agnetem	Agneti.
Alice,	Alicia	Aliciam	Aliciæ.
Amye	Amica	Amicam	Amicæ.
Anne	Anna	Annam	Annæ.
Anchorett	Anchoretta	Anchorettam	Anchorettæ.
Angelet	Angeletta	Angelettam	Angelettæ.
Arabella	Arabella	Arabellam	Arabellæ.
Avice	Aviſia	Aviſiam	Aviſiæ.
Aureola	Aureola	Aureolam	Aureolæ.
Ægeria	Ægeria	Ægeriam	Ægeriæ.
Agrippina	Agrippina	Agrippinam	Agrippinæ.
Albana	Albana	Albanam	Albanæ.
Alexandra.	Alexandra	Alexandram	Alexandræ.
Amphitrite	Amphitrite	Amphitriten	Amphitriti.
Artemiſia	Artemiſia	Artemiſiam	Artamiſiæ.
Aſtræa	Aſtræa	Aſtræam	Aſtrææ.
Atalanta	Atalanta	Atalantam	Atalantæ.
Auguſta	Auguſta	Auguſtam	Auguſtæ.
Aurelia,	Aurelia	Aureliam	Aureliæ.

B.	B.	B.	B.
BArbara Bathſheba	Barbara Bathſheba	Barbaram Bathſhebam	Barbaræ. Bathſhebæ.
Baucis	Baucis	Baucim	Bauci.
Beatrice	Beatrix	Beatricem.	Beatrici.
Berthe	Bertha	Bertham	Berthæ.
Bona	Bona	Bonam	Bonæ.
Blanch	Blanch	Blanch	Blanch.
Bridget	Bridgetta.	Bridgettam	Bridgettæ.
Briſeis	Briſeis	Briſeida	Briſeidi.

Caſſandra,

C.	*C.*	*C.*	*C.*
CAſſandra	Caſſandra	Caſſandram	Caſſandræ.
Charity	Charitas	Charitatem	Charitati.
Chriſtian	Chriſtiana	Chriſtianam	Chriſtianæ.
Cicely	Cicelia	Ciceliam	Ciceliæ.
Clare	Clara	Claram	Claræ.
Conſtance	Conſtantia	Conſtantiam	Conſtantiæ.
Cæcilia	Cæcilia	Cæciliam	Cæciliæ.
Caſphurnia	Calphurnia	Calphurniam	Calphurniæ.
Camilla	Camilla	Camillam	Camillæ.
Candace	Candace	Candacen	Candace.
Circe	Circe	Circen	Circe.
Claudia	Claudia	Claudiam	Claudiæ.
Cleopatra	Cleopatra	Cleopatram	Cleopatræ.
Comfort	Conſolatio	Conſolationem	Conſolationi.
Concordia	Concordia	Concordiam	Concordiæ.
Cornelia	Cornelia	Corneliam	Corneliæ.
Creuſa	Creuſa	Creuſam	Creuſæ.

D.	*D.*	*D.*	*D.*
DAmaris	Damaris	Damarim	Damari.
Danae	Danae	Danaem	Danae.
Debora	Debora	Deboram	Deboræ.
Denys	Dioniſia	Dioniſiam	Dioniſiæ.
Deianira	Deianira	Deianiram	Deianiræ.
Diana	Diana	Dianam	Dianæ.
Dinah	Dinah	Dinam	Dinæ.
Dido	Dido	Didonem	Didoni.
Dorcas	Dorcas	Dorcadem	Dorcadi.
Dorothy	Dorothea	Dorotheam	Dorotheæ.
Dowſabell	Dulcibella	Dulcibellam	Dulcibellæ.

E.	E.	E.	E.
EDy	Ida	Idam	Idæ.
Edith	Editha	Editham	Edithæ.
Egeria	Egeria	Egeriam	Egeriæ.
Eleanor	Eleonora	Eleonoram	Eleonoræ.
Eliza	Eliza	Elizam	Elizæ.
Elizabeth	Elizabetha	Elizabetham	Elizabethæ.
Emme	Emma	Emmam	Emmæ.
Erigone	Erigone	Erigonem	Erigone.
Eriphyle	Eriphile	Eriphilen	Eriphile.
Esther	Esthera	Estheram	Estheræ.
Eudora	Eudora	Eudoram	Eudoræ.
Eudoxa	Eudoxa	Eudoxam	Eudoxæ
Eurydice	Eurydice	Euridicen	Eurydice.
Evah	Eva	Evam	Evæ.
Evadne	Evadne	Evadnen	Evadne.

F.	F.	F.	F.
FAyth	Fides	Fidem	Fidei.
Felix	Felix	Felicem	Felici.
Fileda	Fileda	Filedam	Filædæ.
Fidelia	Fidelia	Fidel'am	Fideliæ.
Florence	Florentia	Florentiam	Florentiæ.
Flora	Flora	Floram	Floræ.
Fortune	Fortuna	Fortunam	Fortunæ,
Frances	Franceſca	Franceſcam	Franceſcæ.
Frydeswid	Fridiſwida	Fridiſwidam	Fridiſwidæ.

G.	G.	G.	G.
GAlatea	Galatea	Galateam	Galateæ.
Gertrude	Gertrudis	Gertrudem	Gertrudi.
Gillian	Juli na	Julianam	Julianæ.
Gillet	Julietta	Juliettam	Juliettæ.
Grace	Gratia	Gratiam	Gratiæ.
Grizell	Griſhelda	Grieſheldam	Grieſheldæ.
Guinifred	Guinifrida	Guinifridam	Guinifridæ.

Hagar

H.	*H.*	*H.*	*H.*
HAgar	Hagar	Hagarem	Hagari.
Hannah	Hannah	Hannam	Hannæ.
Hebe	Hebe	Heben	Hebe.
Helena	Helena	Helenam	Helenæ.
Hermione	Hermione	Hermionem	Hermione
Hippodamia	Hippodamia	Hippodamiam	Hippodamiæ
Honor	Honoria	Honoriam	Honoriæ.
Henrietta	Henriette	Henriettam	Henriettæ.

I.	*I.*	*I.*	*I.*
JAcoba	Jacoba	Jacobam	Jacob
Jacomena	Jacomena	Jacomenam	Jacom
Jane	Jana	Janam	Janæ.
Joyce	Jocosa	Jocosam	Jocosæ.
Jocasta	Jocasta	Jocastam	Jocasta
Joane	Joanna	Joannam	Joanna
Iphigenia	Iphigenia	Iphigeniam	Iphigeni
Isabell	Isabella	Isabellam	Isabellæ
Judith	Juditha	Juditham	Juditha.
Julia	Julia	Juliam	Juliæ.
Julian	Juliana	Julianam	Julianæ.
Juno	Juno	Junonem	Junoni.
Juliett	Julietta	Juliettam	Juliettæ.

K.	*K.*	*K.*	*K.*
KAthatine	Katharina	Katharinam	Katharinæ.

Lais.

L.	*L.*	*L.*	*L.*
LAis	Lais	Laida	Laidi.
Laodamia	Laodamia	Laodamiam	Laodamiæ.
Latona	Latona	Latonam	Latonæ.
Leah	Leah	Leam	Leæ.
Leda	Leda	Ledam	Ledæ.
Lettice	Letitia	Letitiam	Letitiæ.
Lydia	Lydia	Lydiam	Lydiæ.
Livia	Livia	Liviam	Liviæ.
Love	Amorosa	Amorosam	Amorosæ.
Lucy	Lucia	Luciam	Luciæ.
Lucina	Lucina	Lucinam	Lucinæ.
Lucrece	Lucretia	Lucretiam	Lucretiæ.
Lycaste	Lucaste	Lycasten	Lycaste.

M.	*M.*	*M.*	*M.*
MAbell	Mabella	Mabellam	Mabellæ.
Magdalen	Magdalena	Magdalenam	Magdalenæ.
Margaret	Margareta	Margaretam	Margaretæ.
Margery	Margeria	Margeriam	Margeriæ.
Mary	Maria	Mariam	Mariæ.
Marian	Mariana	Marianam	Marianæ.
Martha	Martha	Martham	Marthæ.
Matilda	Matilda	Matildam	Matildæ.
Mawde	Magdalena	Magdalenam	Magdalenæ.
Manliana	Manliana	Manlianam	Manlianæ.
Mercy	Misericordia	Misericordiam	Misericordiæ.
Medea	Medea	Medeam	Medeæ.
Medusa	Medusa	Medusam	Medusæ.
Megara	Megara	Megaram	Megaræ.
Millicent	Millicentia	Millicentiam	Millicentiæ.
Mildred	Mildreda	Mildredam	Mildredæ.
Miriam	Miriam	Miriam	Miriam.
Myrina	Myrina	Myrinam	Myrinæ.
Myrrha	Myrrha	Myrrham	Myrrhæ.
Muriell	Muriela	Murielam	Murielæ.

N.	*N.*	*N.*	*N.*
NIobe	Niobe	Nioben	Niobe.
Nymphæa	Nymphæa.	Nymphæam	Nymphææ.

O.	*O.*	*O.*	*O.*
OLive	Oliva	Olivam	Olivæ.
Olimpia	Olympia	Olympiam	Olympiæ.
Orelia	Orelia	Oreliam	Oreliæ.

P.	*P.*	*P.*	*P.*
PAtience	Patientia	Patientiam	Patientiæ.
Parnell	Petronella	Petronellam	Petronellæ.
Pandora	Pandora	Pandoram	Pandoræ.
Parthenia	Parthenia	Partheniam	Partheniæ.
Penelope	Penelope	Penelopen	Penelopes.
Philadelphia	Philadelphia	Philadelphiam	Philadelphiæ.
Phillip	Phillippa	Phillippam	Phillipæ.
Phillis	Phillis	Phillidem	Phillidi.
Phillida	Phillida	Phillidam	Phillidæ.
Phebe	Phœbe	Phœben	Phœbe.
Phryne	Phryne	Phrynen	Phryne.
Polixena	Polixena	Polixenam	Polixenæ.
Poppæa	Poppæa	Poppæam	Poppææ.
Prisca	Prisca	Priscam	Priscæ.
Priscilla	Priscilla	Priscillam	Priscillæ.
Prudence	Prudentia	Prudentiam	Prudentiæ.

Q.	*Q.*	*Q.*	*Q.*
QUinta	Quinta	Quintam	Quintæ.

R.	*R.*	*R.*	*R.*
RAchel	Rachel	Rachelem	Racheli.
Radegund	Ra egunda	Radegundam	Radegundæ.
Rhea	Rhea	Rheam	Rheæ.
Rodopis	Rodopis	Rodopim	Rodopi.
Rebecca	Rebecca	Rebeccam	Rebeccæ.
Rosamund	Rosamunda	Rosamundam	Rosamundæ.
Rose	Rosa	Rosam	Rosæ.
Rose-mary	Rosa-maria	Rosa-mariam	Rosa-mariæ.

S.	*S.*	*S.*	*S.*
SAbina	Sabina	Sabinam	Sabinæ.
Sarah	Sarah	Saram	Saræ.
Saturnia	Saturnia	Saturniam	Saturniæ.
Scholastica	Scholastica	Scholasticam	Scholasticæ.
Scylla	Scylla	Scyllam	Scyllæ.
Sibill	Sibilla	Sibillam	Sibillæ.
Semiramis	Semiramis	Semiramida	Semiramidæ.
Sophia	Sophia	Sophiam	Sophiæ.
Sophronia	Sophronia	Sophroniam	Sophroniæ.
Susan	Susanna	Susannam	Susanæ.

T.	*T.*	*T.*	*T.*
TAbitha	Tabitha	Tabitham	Tabithæ.
Tamar	Thamar	Thameram	Thameræ.
Tarpeia	Tarpeia	Tarpeiam	Tarpeiæ.
Temperance	Temperantia	Temperantiam	Temperantiæ.
Theodosia	Theodosia	Theodosiam	Theodosiæ.
Thomasin	Thomasina	Thomasinam	Thomasinæ.
Thisbe	Thisbe	Thisben	Thisbe
Titania	Titania	Titaniam	Titaniæ.
Tomyris	Tomyris	Tomyrim	Tomyri.

V.	*V.*	*V.*	*V.*
VEnus	Venus	Venerem	Veneri.
Veſta	Veſta	Veſtam	Veſtæ.
Urſley,	Urſula	Urſulam	Urſulæ.

W.	*W.*	*W.*	*W.*
VVArburg	Warburga	Warburgam	Warburgæ.
Winifred	Winifrida	Winifridam	Winifridæ.

Z.	*Z.*	*Z.*	*Z.*
ZEnobia	Zenobia	Zenobiam	Zenobiæ.

Trades and Additions, to the Names both of Men and Women, daily happening to be used in Bonds, Deeds, or other Latine Writing.

A.

Anchor-maker,	Anchoræ-faber.
Apothecary,	Medicamentarius.
Armorer,	Armifaber.
Attorney,	Attornatus.

B.

Baker,	Pistor.
Barber,	Tonsor.
Barber-Chyrurgeon,	Tonsor-Chirurgicus
Bayliff,	Ballivus.
Bellfounder,	Campanarius.
Blacksmith,	Ferrifaber.
Brickmaker, Bricklayer,	Laterarius.
Butcher,	Lanius.
Brewer,	Pandoxator.

C.

Carpenter,	Architectus.
Carryer,	Auriga.
Carver,	Sculptor.
Chandler,	Lucernarius.
Cheesemonger,	Casearius.
Chirurgeon,	Chirurgus.
Clockmaker,	Horologicus.
Clothier,	Pannifex.
Clothworker,	Pannitonsor.
Collyer,	Carbonarius.
Combmaker,	Pectinarius.
Confectioner,	Confector.
Cook,	Coquus.
Cooper,	Dolianus.
Copper-Smith,	Ærifaber.
Cross-Bow-maker,	Balistarius.
Currier,	Alutarius.
Cutler,	Cultrarius.
Cordwayner,	Calceolarius.

D.

Draper,	Paunicularius.
Diall-maker,	Horologicus.
Dice-maker,	Talorum-factor.

Fether-

F.

Fether-maker,	Plumarius.
Fell-monger,	Pellio.
Fish-monger,	Piscarius.
Flaxdresser,	Linipola.
Fletcher,	Sagittifex.
Founder,	Metallicus.
Fruiterer,	Pomarius.
Furrier,	Pellicarius.

G.

Gardner,	Hortulanus.
Glasier,	Vitriarius.
Glassmaker,	Fusor Vitriarius.
Glover,	Chirothecarius.
Goldsmith,	Aurifaber.
Grocer,	Aromatarius.
Girdler,	Zonarius.
Gunmaker,	Faber Bombardicus.

H.

Haberdasher,	
Hatmaker,	Galerius.
Horner,	Cornuarius.
Horse-courser,	Hippocomus,
Hosier,	Caligarius.

I.

Jeweller,	Gemmarius.
Imbroyderer,	Acupictor.
Inn-keeper,	Pandochus.
Iron-monger,	Ferrarius.

L.

Lattener, or Tinman,	Orichalcarius.
Leather-seller,	Pellio.

M.

Malster,	Hordearius.
Mason,	Lapidarius.
Meal-man,	Suffaraneus.
Mercer,	Bombycinarius.
Merchant-Taylor.	Mercatorscisoor.
Millanor.	Minutarius.

N.

Nayler,	Clavifaber.

O.

Oyl-man,	Olearius.

P.

Painter-stainer,	Pictor.
Pavior,	Pavior.
Perfumer,	Odorarius.
Pewterer,	Stannarius.
Pinmaker,	Acicularius.
Playsterer,	Gypsator.
Plummer,	Plumbarius.
Potter,	Figulus.
Poulterer,	Pullarius.

R.

Ropemaker,	Reſtio.

S.

Sadler,	Ephippiarius.
Salter,	Salarius
Sawyer,	Serrarius,
Scrivener,	Scriba,
Ship-Carpenter,	Naupegus,
Silk-Dyer,	Tinctor Bombycinus
Silk-Weaver,	Sericarius.
Silver-Smith,	Faber argenteus.
Smith,	Faber.
Spectacle-maker,	Specularius.
Spurrier,	Calcarius.
Stationer,	Bibliopola.
Stone-Cutter,	Lapidarius.

T.

Tallow-Chandler,	Candelarius ſeuoſus.
Tanner,	Byrſeus.
Tent-maker,	Scenofactorius.
Thatcher,	Tector.
Trunk-maker,	Arcarius.
Turner.	Torno.

V.

Vinter,	Vinitor.
Upholſter,	Tapetiarius.

W.

Watch-maker,	Horologicus.
Wax-Chandler,	Cerarius.
Weaver,	Textor.
Wheelright,	Rotifex.
Wine-cooper,	Doliarius vinarius.
Woodmonger,	Lignator.

The Names of Officers

Alderman,	Aldermannus.
Attorney,	Attornatus.
Biſhop,	Epiſcopus.
Chamberlain,	Camerarius.
Chancellor,	Cancellarius.
Church-Warden,	Guardianus Eccleſiæ.
Clerk,	Clericus.
Colonel,	Colonellus.
Captain,	Capitaneus
Conſtable,	Conſtabularius.
Coroner,	Coronator.
Counſellour,	Conſiliarius.
Cryer,	Præco.
Dean,	Decanus.
Deacon,	Diaconus.
Emperour,	Imperator.
Empereſs,	Imperatrix.
Judge,	Judex.
Juſtice,	Juſticiarius.
Lawyer,	Juriſperi us.
Protonotary,	Protonotarius.
Secondary,	Secondarius.
Sergeant at Law,	Serviens ad Legem.
Sheriff,	Vicecomes.
Steward,	Seneſchallus.
Water-Bayliff,	Ballivus ſuper aquam

Nsmes of Biſhopricks.

Bath and Wells,	Bath. & Wellſ.
Briſtol,	Briſtoyenſis.
Bangor,	Bangorenſis.
Canterbury,	Cantuarienſis Archiepiſcopatus.
Cheſter,	Ceſtrenſis.
Chicheſter,	Ciceſtrenſis,
Carliſle,	Carlilenſis.
Durham,	Dunelmenſis.

St.

S. Davids,	Menevensis.
Ely,	Elien'sis.
Exceſter,	Exonien'sis.
Glouceſter,	Gloceſtren'sis.
Hereford,	Herefordien'sis.
Lincoln,	Lincolnien'sis.
Lichfield, and Coventry,	Litchfieldenſis, & Coventrien'sis.
Landaff,	Landavien'sis.
Norwich,	Norvicen'sis.
Oxford,	Oxonien'sis.
Rocheſter,	Roffen'sis.
Salisbury,	Salisburien'sis.
Wincheſter,	Winceſterenſis.
Worceſter,	Wigornenſis.
York,	Eboracenſis.
St. Aſaph,	Aſaphenſis.

Names of Cities.

Bath,	Bathon'.
Briſtol,	Briſtoiæ.
Canterbury,	Cantuariæ.
Chicheſter,	Ciceſtriæ.
Gloceſter,	Gloceſtriæ.
Durham,	Dunelm'.
Hereford,	Hereford'.
London,	Londini.
Lincoln,	Lincolniæ.
Worceſter,	Wigorniæ.
Weſtminſter,	Weſtmonaſter'.
Exeter,	Exoniæ.
Oxford,	Exoniæ.
Cambridge,	Cantabrigiæ.
Cheſter,	Ceſtriæ.
Lancaſter,	Lancaſtriæ.
Leiceſter,	Leiceſtriæ.
Coventry,	Coventriæ.
Northampton,	Northampton'.
York,	Eboraci.

De Civitate

And the like of any other City, Town, or Place whatſoever.

Titles and Additions of Honours.

Duke,	Dux	Ducem	Duci.
Marqueſs,	Marchio	Marchionem	Marchioni.
Earl,	Comes	Comitem	Comiti.
Viſcount,	Vicecomes	Vicecomitem	Vicecomiti.
Knight of the Garter,	Prænobilis ordinis Periſcelidis.		
Knight Baronet,	Miles Baronettus	Militem Baronettum	Militi Baronetto.
Baronet,	Baronettus	Baronettum	Baronetto.
Knight of the Bath,	Miles Balnei	Equitem de Balneo	Equiti de Balneo.
Knight,	Miles	Militem	Militi.
Eſquire,	Armiger	Armigerum	Armigero.
Gentleman	Generoſus	Generoſum	Generoſo.

The Names of all the Counties of England *and* Wales.

Yeoman	Yeoman	Yeoman	Yeoman.
Doctor of Law	Legum Doctor	Legum Doctorem	Legum Doctori.
Doctor of Divinity	Theologiæ Professor	Professorem	Professori.
Doctor of Physick	Medicinæ Doctor	Doctorem	Doctori.
Batchelor of Divinity	Theologiæ Baccalaureus	Baccalaureum	Baccalaureo.
Master of Arts	Artium Magister	Magistrum	Magistro.
Batchelor of Arts	Artium Baccalaureus	Baccalaureum	Baccalaureo.
Batchelor of Law	Legum Baccalaureus	Baccalaureum	Baccalaureo.
Parson	Clericus	Clericum	Clerico.
Merchant	Mercator	Mercatorem	Mercatori.
Dutchess	Ducissa	Ducissam	Ducissæ.
Marchioness	Marchionissa	Marchionissam	Marchionissæ.
Countess	Comitissa	Comitissam	Comitissæ.
Viscountess	Vicecomitissa	Vicecomitissam	Vicecomitissæ.
Baroness	Baronissa	Baronissam	Baronissæ.
Lady	Domina	Dominam	Dominæ.
Gentlewoman	Generosa	Generosam	Generosæ.
Widow	Vidua	Viduam	Viduæ.
Spinster	Spinster	Spinster	Spinster.

The Names of all the Counties of England, *in* Latine *and* English, *as they are expressed in Bond and Writings.*

Berkshire,	Berks.	*In Comitatu*	Glocestershire,	Glocestriæ.
Bedfordshire,	Bedfordiæ.		Hampshire,	Southampton.
Buckinghamshire,	Bucks.		Hartfordshire,	Hertfordiæ.
Cambridgeshire,	Cantabrig.		Herefordshire,	Herefordiæ.
Cheshire,	Cestriæ.		Huntingtonshire,	Huntingdoniæ.
Cornwall,	Cornubiæ.		Kent,	Canc.
Cumberland,	Cumbriæ.		Lancashire,	Lancastr.
Derbyshire,	Derbiæ.		Leicestershire,	Leicestr.
Devonshire,	Deboniæ.		Lincolnshire,	Lincoln.
Dorsetshire,	Dorset.		Middlesex,	Middlesex.
Durham,	Dunelm.		Northamptonsh.	Northamptoniæ.
Essex,	Essex.		Nottinghamshire,	Nottinghamiæ.
			Northumberland,	Northumbriæ.
			Norfolk,	Norfolciæ.

Oxfordshire,

Oxfordſhire,	In Comitatu	Oxon.
Rutlandſhire,		Rutlandiæ.
Shropſhire,		Salopiæ.
Somerſetſhire,		Somerſet.
Staffordſhire.		Staffordiæ.
Suffolk,		Suffolciæ.
Suſſex,		Suſſexiæ.
Surrey,		Surriæ.
Warwickſhire,		Warwick.
Weſtmerland,		Weſtmerlandi.
Wiltſhire,		Wilton.
Worceſterſhire,		Wigorn.
Yorkſhire,		Eborac.

WALES.	WALLIA.	
Brecknockſhire,	In Comitatu	Brecknock.
Cardiganſhire,		Cardigan.
Carmarthenſhire,		Carmarthen.
Carnarvan.		Carnarvo.
Denbighſhire.		Denbigh.
Flintſhire.		Flint.
Glamorgan.		Glamorgan.
Mountgomery,		Montgomery.
Monmouth,		Monmouth.
Merioneth,		Merioneth.
Pembrokeſhire,		Pembrochiæ.
Radnor,		Radnor.

The Names of the Moneths in Latine *and* Engliſh.

January,	Januarius,
February,	Februarius,
March,	Martius,
April,	Aprilis,
May,	Maius,
June,	Junius,
July,	Julius,
Auguſt,	Auguſtus,
September,	September,
October,	October,
November,	November,
December.	December.

The like of Week Days.

Sunday – Dies Dominica.
Monday – Lunæ.
Tuesday – Martis.
Wednesday – Mercurii.
Thursday – Jovis.
Friday – Veneris.
Saturday – Saturni.

See more after the Table of Contents.

Note

Note, That in any Writing, when you come to use the name of the Moneth, or the day of the Month, on which any Bond or Writing is to be Dated, it must be dated in manner following; That is to say, *VIZ.*

1	Primo	
2	Secundo	
3	Tertio	
4	Quarto	
5	Quinto	
6	Sexto	
7	Septimo	
8	Octavo	
9	Nono	
10	Decimo	
11	Undecimo	
12	Duodecimo	
13	Decimo tertio,	
14	Decimo quarto	
15	Decimo quinto	
16	Decimo sexto	
17	Decimo septimo	
18	Decimo octavo	
19	Decimo nono	
Dat		Die.
20	Vicesimo	Januarii.
21	Vicesimo primo	Februarii.
22	Vicesimo secundo	Martii.
23	Vicesimo tertio	Aprilis.
24	Vicesimo quarto	Maij.
25	Vicesimo quinto	Junij.
26	Vicesimo sexto	Julii.
27	Vicesimo septimo	Augusti.
28	Vicesimo octavo	Septembris.
29	Vicesimo nono	Octobris.
30	Tricesimo	Novembris.
31	Tricesimo primo.	Decembris.

Anno Domini,

Millesimo Sexcentesimo	
Sexagesimo tertio	
Quarto	Secundo
Quinto	Tertio
Sexto	Tuarto, &c.
Septimo	Octogesimo
Octavo	Nonagesimo.
Nono.	
Septuagesimo	Millesimo
Septuagesimo primo	Septingentesimo.

The Numbers of Money in Engliſh and Latine, from a farthing to ten thouſand pounds.

A Farthing,	Quadrans.
Two farthings,	Duo Quadrantes.
Three farthings,	Tres Quadrantes.
A peny,	Denarius.
Two pence,	Duo Denarii.
Three pence,	Tres Denarii.
Four pence,	Quatuor Denarii.
Five pence,	Quinq; Denarii.
Six pence,	Sex Denarii.
Seven pence,	Septem Denarii.
Eight pence,	Octo Denarii.
Nine pence,	Novem Denarii.
Ten pence,	Decem Denarii.
Eleven pence,	Undecem Denarii.
A ſhilling,	Solidus.
Two ſhillings,	Duo ſolidi.
Three ſhillings,	Tres ſolidi.
Four ſhillings,	Quatuor ſolidi.
Five ſhillings,	Quinq; ſolidi.
Six ſhillings,	Sex ſolidi.
Seven ſhillings,	Septem ſolidi.
Eight ſhillings,	Octo ſolidi.
Nine ſhillings,	Novem ſolidi.
Ten ſhillings,	Decem ſolidi.
Eleven ſhillings,	Undecem ſolidi.
Twelve ſhillings,	Duodecem ſolidi.
Thirteen ſhillings,	Tredecem ſolidi.
Fourteen ſhillings,	Quatuordecem ſolidi.
Fifteen ſhillings,	Quindecem ſolidi.
Sixteen ſhillings,	Sedecem ſolidi.
Seventeen ſhillings,	Septendecem ſolidi.
Eighteen ſhillings,	Octodecem ſolidi.
Nineteen ſhillings,	Novendecem ſolidi.
Twenty ſhillings,	Viginti ſolidi.
Thirty ſhillings,	Triginta ſolidi.
Forty ſhillings,	Quadraginta ſolidi.
Fifty ſhillings,	Quinquaginta ſolidi.
Three pounds,	Tres libræ.
Four pounds,	Quatuor libræ.
Five pounds,	Quinq; libræ.
Six pounds,	Sex libræ.
Seven pounds,	Septem libræ.
Eight pounds,	Octo libræ.
Nine pounds,	Novem libræ.
Ten pounds,	Decem libræ.
Eleven pounds,	Undecem libræ.
Twelve pounds,	Duodecem libræ.
Thirteen pounds,	Tredecem libræ.
Fourteen pounds,	Quatuordecem libræ.
Fifteen pounds,	Quindecem libræ.
Sixteen pounds,	Sedecem libræ.
Seventeen pounds,	Septendecem libræ.
Eighteen pounds,	Octodecem libræ.
Nineteen pounds,	Novendecem libræ.
Twenty pounds,	Viginti libræ.
Thirty pounds,	Triginta libræ.
Fourty pounds,	Quadraginta libræ.
Fifty pounds,	Quinquaginta libræ.
Sixty pounds,	Sexaginta libræ.
Seventy pounds,	Septuaginta libræ.
Eighty pounds,	Octoginta libræ.
Ninety pounds,	Nonaginta libræ.
One hundred pounds	Centum libræ.
Two hundred pounds	Ducentæ libræ.
Three hundred pounds,	Trecentæ libræ.
Four hundred pounds	Quadringentæ libræ.
Five hundred pounds	Quingentæ libræ.
Six hundred pounds,	Sexcentæ libræ.
Seven hundred pounds,	Septingentæ libræ.

Eight

Eight hundr. pounds,	Octingentæ libræ.
Nine hund. pounds,	Noningentæ libræ.
One thouſand pounds	Mille librarum.
Two thouſand pounds	Duo mille librarum.
Three thouſand (pounds,	Tres mille librarum.
Four thouſand (pounds,	Quatuor mille libra- (rum.
Five thouſand pounds	Quinq; mille librarũ
Six thouſand pounds,	Sex mille librarum.
Seven thouſand (pounds,	Septem mille libra- (rum.
Eight thouſand (pounds,	Octo mille librarum.
Nine thouſand (pounds,	Novem mille libra- (rum.
Ten thouſand pounds	Decem mille librar.

Thus may you proceed to put any Sum into Latine: only you are to vary the Caſes according to ſeveral occaſions; as the Obligee is bound to the Obligor, *in duobus tribus, &c. Quadrantibus, Solidis, Denariis & libris.* But when payment of money is mentioned, then the Obligee is to pay to the Obligor, *duos vel tres, &c. quadrantes, denarios, ſolidos & libras.* Which Rule obſerved, you cannot write amiſs.

The Names of Weights in Latine and Engliſh, from a ſcruple, to an hundred Weight.

A Scruple,	*Scrupulus.*
A dramme,	*Drachma.*
A quarter of an (ounce,	*Quarta pars Uncia.*
Half an ounce,	*Semiuncia.*
Three quarters of an (ounce,	*Tres partes uncia.*
An ounce,	*Uncia.*
Two ounces,	*Unciæ duæ.*
Three ounces,	*Tres Unciæ.*
A quarter of a (pound,	*Quarta pars Libra.*
Five ounces,	*Quinq; uncia.*
Six ounces,	*Sex Unciæ.*
Seven ounces,	*Septem Unciæ.*
Half a pound,	*Semiſſis.*
Nine ounces,	*Novem Unciæ.*
Ten ounces,	*Decem Unciæ.*
Eleven ounces,	*Undecem Unciæ.*
Three quarters of a (pound,	*Tres partes Libræ.*
Thirteen ounces,	*Tredecem Unciæ.*
Fourteen ounces,	*Quatuordecem Unciæ.*
Fifteen ounces,	*Quindecem Uncis.*
A ponnd,	*Libra: Aſſis. Pondo.*
Two pounds,	*Duæ libræ, vel Dua- (pondo.*
Three pounds,	*Tres libræ vel Tre- (pondo.*
Four pounds,	*Quatuor libræ vel (pondo.*
Five pounds,	*Quinq; libræ.*
Six pounds,	*Sex libræ.*
Seven pounds,	*Septem libræ.*
A Stone or eight (pounds,	*Octuſſis.*
Nine pounds,	*Novem libræ.*
Ten pounds,	*Decem libræ.*
Eleven pounds,	*Undecem libræ.*
Twelve pounds,	*Duodecem libræ.*
Thirteen pounds,	*Tredecem libræ.*
Fourteen pounds,	*Quatuordecem libræ.*
Fifteen pounds,	*Quindecem libræ.*
Two ſtone or ſixteen (pounds,	*Sexdecem libræ.*
Seventeen pounds,	*Septendecem libræ.*

A Table of Kings Reigns.

Eighteen pounds,	*Octodecem libræ.*	Sixty pounds,	*Sexaginta libræ.*
Nineteen pounds,	*Novendecem libræ.*	Seventy pounds,	*Septuaginta libræ.*
Twenty pounds,	*Viginti libræ.*	Eighty pounds,	*Octoginta libræ.*
Thirty pounds,	*Triginta libræ.*	Ninety pounds,	*Nonaginta libræ.*
Forty pounds,	*Quadraginta libræ.*	A hundred pounds,	*Centum pondo.*
Fifty pounds,	*Quinquaginta libræ.*	A hundred weight,	*Centussis.*
Half a hundred,	*Semicentussis.*		

A TABLE, shewing the beginning of every King's Reign from the Conquest, together with the Year of Christ, answering to every year of each King's Reign, the Years beginning the 25th of *March*.

William *the Conquerour began his Reign the* 15. *of* Octob. 1066. *and therefore had reigned one year compleat,* Oct. 15. 1067.

An. Reg.	*An. Dom.*
1	1067
2	1068
3	1069
4	1070
5	1071
6	1072
7	1073
8	1074
9	1075
10	1076
11	1077
12	1078
13	1079
14	1080
15	1081
16	1082
17	1083
18	1084
19	1085
20	1086

10 *Months*, 21 *Dayes.*

His Reign ended the 9th. *of* Septemb. 1087.

William Rufus *began his Reign* Septemb. *the* 9th. 1087.

An. Reg.	*An. Dom.*
1	1088
2	1089
3	1090
4	1091
5	1092
6	1093
7	1084
8	1095
9	1096
10	1097
11	1098
12	1099

11 *Months*, 18 *Dayes.*

Hen. 1. Aug. 1. 1100.

An. Reg.	*An. Dom.*
1	1101
2	1102
3	1103
4	1104
5	1105
6	1106
7	1107
8	1108
9	1109
10	1110
11	1111
12	1112
13	1113
14	1114
15	1115
16	1116
17	1117
18	1118
19	1119
20	1120
21	1121
22	1122
23	1123

A Table of Kings Reigns.

24	1124
25	1125
26	1126
27	1127
28	1128
29	1129
30	1130
31	1131
32	1132
33	1133
34	1134
35	1135

4 *Months*, 12 *Dayes*.

Steph. *Decemb.* 2. 1135.

An. Reg.	*An. Dom.*
1	1136
2	1137
3	1138
4	1139
5	1140
6	1141
7	1142
8	1143
9	1144
10	1145
11	1146
12	1147
13	1148
14	1149
15	1150
16	1151
17	1152
18	1153

11 *Months*, 20 *Dayes*.

Hen. 2. *Oct.* 25. 1154.

An. Reg.	*An. Dom.*
1	1155
2	1156
3	1157
4	1158
5	1159
6	1160
7	1161
8	1162
9	1163
10	1164
11	1165
12	1166
13	1167
14	1168
15	1169
16	1170
17	1171
18	1172
19	1173
20	1174
21	1175
22	1176
23	1177
24	1178
25	1179
26	1180
27	1181
28	1182
29	1183
30	1184
31	1185
32	1186
33	1187
34	1188

9 *Months*, 5 *Dayes*.

R. 1. *July* 9. 1189.

An. Reg.	*An. Dom.*
1	1190
2	1191
3	1192
4	1193
5	1194
6	1195
7	1196
8	1197
9	1198

9 *Months*, 19 *Dayes*.

John, April 6. 1199.

An. Reg.	*An. Dom.*
1	1200
2	1201
3	1202
4	1203
5	1204
6	1205
7	1206
8	1207
9	1208
10	1209
11	1210
12	1211
13	1212
14	1213
15	1214
16	1215
17	1216

7 *Months*, 0 *Dayes*.

Hen. 3. *Oct.* 19. 1216.

An. Reg.	*An. Dom.*
1	1217
2	1218
3	1219
4	1220
5	1221
6	1222
7	1223
8	1224
9	1225
10	1226
11	1227
12	1228
13	1229
14	1230
15	1231
16	1232
17	1233
18	1234
19	1235

20	1236
21	1237
22	1238
23	1239
24	1240
25	1241
26	1242
27	1243
28	1244
29	1245
30	1246
31	1247
32	1248
33	1249
34	1250
35	1251
36	1252
37	1253
38	1154
39	1255
40	1256
41	1257
42	1258
43	1259
44	1260
45	1261
46	1262
47	1263
48	1264
49	1265
50	1266
51	1267
52	1268
53	1269
54	1270
55	1271
56	1272

1 *Month*, 0 *Dayes.*

Edw. 1. Nov. 16. 1272.

An. Reg.	*An. Dom.*
1	1273
2	1274
3	1275
4	1276
5	1277
6	1278
7	1279
8	1280
9	1281
10	1282
11	1283
12	1284
13	1285
14	1286
15	1287
16	1288
17	1289
18	1290
19	1291
20	1392
21	1293
22	1294
23	1295
24	1296
25	1297
26	1298
27	1299
28	1300
29	1301
30	1302
31	1303
32	1304
33	1305
34	1306

8 *Months*, 9 *Dayes.*

Edw. 2. July 7. 1307.

An. Reg.	*An. Dom.*
1	1308
2	1309
3	1310
4	1311
5	1312
6	1313
7	1314
8	1315
9	1316
10	1317
11	1318
12	1319
13	1320
14	1321
15	1322
16	1323
17	1324
18	1325
19	1326

7 *Months*, 9 *Dayes.*

Edw. 3. Jan. 25. 1326.

An. Reg.	*An. Dom.*
1	1327
2	1328
3	1329
4	1330
5	1331
6	1332
7	1333
8	1334
9	1335
10	1336
11	1337
12	1338
13	1339
14	1340
15	1341
16	1342
17	1343
18	1344
19	1345
20	1346
21	1347
22	1348
23	1349
24	1350
25	1351
26	1352
27	1353
28	1354
29	1355
30	1356

31	1357
32	1358
33	1359
34	1360
35	1361
36	1362
37	1363
38	1364
39	1365
40	1366
41	1367
42	1368
43	1369
44	1370
45	1371
46	1372
47	1373
48	1374
49	1375
50	1376

5 Months, 7 Dayes.

Ri. 2. *June* 21, 1377.

An. Reg.	*An. Dom.*
1	1378
2	1379
3	1380
4	1381
5	1382
6	1383
7	1384
8	1385
9	1386
10	1387
11	1388
12	1389
13	1390
14	1391
15	1392
16	1393
17	1394
18	1395
19	1496
20	1397
21	1398
22	1399

3 Months, 14 Dayes.

H. 4. Sept. 29. 1399.

An. Reg.	*An. Dom.*
1	1400
2	1401
3	1402
4	1403
5	1404
6	1405
7	1406
8	1407
9	1408
10	1409
11	1410
12	1411
13	1412

6 Months, 3 Dayes.

H. 5. Mar. 10. 1412.

An. Reg.	*An. Dom.*
1	1413
2	1414
3	1415
4	1416
5	1417
6	1418
7	1419
8	1420
9	1421

5 Months, 24 Dayes.

Hen. 6. Aug. 31. 1422.

An. Reg.	*An. Dom.*
1	1423
2	1424
3	1425
4	1426
5	1427
6	1428
7	1429
8	1430
9	1431
10	1432
11	1433
12	1434
13	1435
14	1436
15	1437
16	1428
17	1439
18	1440
19	1441
20	1442
21	1443
22	1444
23	1445
24	1446
25	1447
26	1448
27	1449
28	1450
29	1451
30	1452
31	1453
32	1454
33	1455
34	1456
35	1457
36	1458
37	1459
38	1460

6 Months, 16 Dayes.

Edw

A Table of Kings Reigns.

Edw.4. March 4. 1460.

An.Reg.	An.Dom.
1	1461
2	1462
3	1463
4	1464
5	1465
6	1466
7	1467
8	1468
9	1469
10	1470
11	1471
12	1472
13	1473
14	1474
15	1475
16	1476
17	1477
18	1478
19	1479
20	1480
21	1481
22	1482

1 *Month*, 8 *Dayes.*

R. 3. June 22. 1483.

An.Reg.	An.Dom.
1	1484
2	1485

2 *Months*, 5 *Dayes.*

Hen.7. Aug. 22. 1485.

An.Reg.	An.Dom.
1	1486
2	1487
3	1488
4	1489
5	1490
6	1491
7	1492
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15	1500
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17	1502
18	1503
19	1504
20	1505
21	1506
22	1507
23	1508

8 *Months*, 19 *Dayes.*

H. 8. April 22. 1509

An.Reg.	An.Dom.
1	1510
2	1511
3	1512
4	1513
5	1514
6	1515
7	1516
8	1517
9	1518
10	1519
11	1520
12	1521
13	1522
14	1523
15	1524
16	1525
17	1526
18	1527
19	1528
20	1529
21	1530
22	1531
23	1532
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28	1537
29	1538
30	1539
31	1540
32	1541
33	1542
34	1543
35	1544
36	1545
37	1546

10 *Months*, 1 *Day.*

Edw.6. Jan.28. 1546.

An.Reg.	An.Dom.
1	1547
2	1548
3	1549
4	1550
5	1551
6	1552

5 *Months*, 19 *Dayes.*

Mary, Jul. 6. 1553.

An.Reg.	An.Dom
1	1554
2	1555
3	1556
4	1557
5	1558

4 *Months*, 22 *Dayes.*

A Table of Kings Reigns.

Eliz. Nov. 17. 1558.

An. Reg.	*An. Dom.*
1	1559
2	1560
3	1561
4	1562
5	1563
6	1564
7	1565
8	1566
9	1367
10	1568
11	1569
12	1570
13	1571
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35	1593
36	1594
37	1595
38	1596
39	1597
40	1598
41	1599
42	1600
43	1601
44	1602

4 *Months*, 15 *Dayes*.

Jac. Mar. 24. 1602.

An. Reg.	*An. Dom.*
1	1603
2	1604
3	1605
4	1606
5	1607
6	1608
7	1609
8	1610
9	1611
10	1612
11	1613
12	1614
13	1615
14	1616
15	1617
16	1618
17	1619
18	1620
19	1621
20	1622
21	1623
22	1624

0 *Months*, 3 *Dayes*.

Carol. 1. Mar. 27. 1625.

An. Reg.	*An. Dom.*
1	1625
2	1626
3	1627
4	1628
5	1629
6	1630
7	1631
8	1632
9	1633
10	1634
11	1635
12	1636
13	1637
14	1638
15	1639
16	1640
17	1641
18	1642
19	1643
20	1644
21	1645
22	1646
23	1647
24	1648

King *Charls* the First, died the 30. of *Jan.* 1648. having Reigned 11 Months above 23 Years, according to 28 dayes *per mensem*.

King

King CHARLS the Second began his Reign the 30th of *January*, 1648. On which day the Regicides Murthered his Father of Blessed Memory. So that the first year of his Reign is 1649. current.

AN. *Reg.*	*An. Dom.*	5	1653	11	1659
		6	1654	12	1660
1	1649	7	1955	13	1661
2	1650	8	1656	14	1662
3	1651	9	1657	15	1663
4	1652	10	1658	16	1664

Vivat Rex.

Let his Enemies be clothed with shame, but upon him let his Crown flourish.

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A Creature,	Creatura.
A living creature,	Animal.
A Rational Creature,	Animal rationale.
A Senſitive Creature,	Animal ſenſitivum.
A Vegetative creature,	Animal Vegetativum.
An Angel,	Angelus.
A Spirit,	Spiritus.
A Man,	Homo, Vir,
A Woman,	Mulier, Fæmina.
An Infant,	Infans,
A Boy,	Puer,
A Girle,	Puella,
A Youth,	Adoleſcens,
A Young man,	Juvenis,
An Old man,	Senex.
An Old Woman,	Anus, Vitula.
A Giant,	Gigas.
A Dwarf,	Nanus.

The Parts of the Body.	*Partes corporis.*
The Body,	Corpus.
The Soul,	Anima.
The Life,	Vita.
The Mind,	Mens, Animus.
A Member,	Membrum.
The Skin,	Cutis,
The Fleſh,	Caro.
The Fat,	Pinguedo.
Leanneſſe,	Macies.
A Bone,	Os, oſſis.
The Marrow,	Medulla.
A Vein,	Vena.
An Artery,	Arteria.
A Sinew,	Nervus.
The Pores,	Meatus, Porus.
A Muſcle,	Muſculus.
The Head,	Caput.
The Forepart of the Head,	Sinciput.
The Hinder part of the Head,	Occiput.
The Crown of the Head,	Vertex.
The Hair,	Capillus, crinis.
A Buſh of Hair,	Coma.
Curled Hair,	Cincinnus.
Hair of the Body,	Pilus.
The Temples	Tempora.
An Ear,	Auris.

The Fore-head,	Frons.
The Eye-brow,	Supercilium.
The space between the Eye-brows,	Intercilium.
An Eye-Lid,	Palpebra.
The Hairs of the Eye-Lid,	Cilia.
An Eye,	Oculus.
The apple of the Eye,	Pupilla.
The Corner of the Eye,	Hirquus.
The White of the Eye,	Albugo.
The Nose,	Nasus.
The Nosthrils,	Nares.
The Snot,	Pus, Mucus.
A Cheek,	Gena, Bucca.
The Face,	Facies.
The Countenance,	Vultus.
A Beard,	Barba.
A Lip,	Labium.
The Mouth,	Os, oris.
The Jaw,	Maxilla, Rictus.
The Breath,	Spiritus.
Short Breath,	Anhelitus, suspiratio.
The Gums,	Gingiva.
A Tooth,	Dens.
The Fore-teeth,	Incisores.
The Jaw-teeth,	Molares.
A Row of teeth,	Vallum.
The Tongue,	Lingua.
The Spittle,	Saliva.
The Throat,	Guttur.
The Chin,	Mentum.
The Neck	Collum.
A Shoulder,	Humerus.
The Shoulder-Blade,	Scapula.
An arm,	Brachium.
The arm-hole,	Axilla.
The Elbow,	Cubitus.
The Wrist,	Carpus.
The Hand,	Manus.
The hollow of the Hand,	Vola.
The Back of the Hand,	Metacarpium.
The Palm of the Hand,	Palma.
A Span,	Palmus.
The Fist,	Pugnus.
A Joynt,	Articulus.
A Knuckle,	Condylus.
A thumb,	Pollex.
A Finger,	Digitus.
The Fore-finger,	Index.
The Middle Finger,	Verpus.
The Fourth Finger,	Annularis.
The little finger,	Auricularis.
A Nail,	Unguis.
Skin growing over the Nail,	Reduvia.
The right Hand,	Dextra.
The left Hand,	Sinistra.
The Breast	Pectus.
A Pap or Dug,	Mamma, Mammilla.
The Nipple,	Papilla.
A Bosome,	Sinus.
A Side,	Latus.
A Rib,	Costa.
The Back,	Dorsum, Tergum.
The Back-Bone,	Spina.
A Loyn,	Lumbus.
The Belly,	Venter.
The Navel,	Umbilicus.
The Huckle-bone,	Coxa.
The Hip,	Coxendix.
The Buttock,	Nates.
A Thigh,	Femur, Tibia.
The Ham,	Poples.
A Knee,	Genu.
A Leg,	Crus.
The Calf of the Leg,	Sura.
The Shin,	Cnema.
The Ankle,	Malleolus.
A Foot,	Pes.
A Toe,	Digitus Pedis.
The great Toe,	Hallux.

The Heel,	Calx.
The sole of the foot	Planta.
The hollowness of the Foot,	Subtal.
The Brain,	Cerebrum.
The Gulle,	Gula,
The Mouth of the Stomach,	Stomachus.
The Stomach,	Ventriculus.
The Heart,	Cor.
The Lungs,	Pulmo.
The Liver,	Jecur.
Blood,	Sanguis.
Blood spilled,	Cruor.
Flegme,	Flegma, Pituita.
Cholar,	Bilis Flava, Cholera.
Melancholy,	Bilis Atra, Melancholia.
A Kidney,	Ren.
The Spleen,	Splen.
The Gall,	Fel.
The Midriff,	Diaphragma.
The Caul,	Omentum.
The Entrails,	Intestina.
The Bowels,	Viscera.
The small Guts,	Lactes. Mesenteria.
The Bladder,	Vesica.
The Urine.	Urina.

Accidents of the Body.	*Accidentia Corporis.*
Bald,	Calvus.
One-ey'd,	Luscus Monophalmus.
Bleer-ey'd,	Lippus.
Blind,	Cæcus.
Squint-ey'd,	Scrabo.
Pur-blind,	Myops.
Deaf,	Surdus.
Stammering,	Balbus, Hæsitans.
Lisping,	Blæsus.
Toothless,	Edentulus.
Long-tongu'd,	Linguax.
Dumb,	Mutus.
Talkative,	Garrulus.
Gorbellyed,	Ventriculosus
Joult-head,	Capito.
Great-nosed,	Naso.
Blubber-lipp'd,	Labeo.
A Wart,	Verruca.
A Wen.	Struma.
A Blemish or Mole	Nævus.
A Freckle,	Lentigo.
Scurfe,	Porrigo.
A Tetter,	Impetigo.
Lame,	Claudus.
Crump-footed,	Loripes.
Splay-footed,	Valgus.
Belching,	Ructus.
The Hickup,	Singultus.
Sneezing,	Sternutatio.
A Disease,	Morbus,
A Physitian,	Medicus.
Physick,	Medicina.
A Vomit,	Vomitus.
A Purge,	Purgamen.
A Clyster,	Clyster.
Letting of Blood,	Phlebotomia.
A Chyrurgeon,	Chirurgus.
An Apothecary,	Pharmacopola.
Paleness,	Pallor.
Numbness,	Torpor.
Drowsiness,	Veternus.
Pain,	Dolor.
Amazedness,	Stupor.
Itching,	Prurius.
Bed-rid,	Clinicus.
A Feaver or Ague,	Febris.
Head-ach,	Cephalalgia.
The Megrim,	Hemicrania.
A Cough,	Tussis,
Hoarseness,	Raucedo.
Dotage,	Delirium.
Madness,	Insania.
Tooth-ach,	Odontalgia.
Rheum,	Rheuma.
The Squinancy,	Angina.
Swooning,	Leypothymia.
Fainting,	Languor.
Bloody Flux,	Dysenteria.
Costiveness,	Tenasmus.

The

The Stone,	Calculus.
The Pleurisie,	Pleuritis.
The Jaundice,	Icterus.
A Swelling,	Tumor.
The Gout,	Podagra.
The Dropsie,	Hydrops.
Consumption,	Phthisis, Tabes.
The Falling-sickness,	Epilepsia.
The Cramp,	Spasmus.
The Palsie,	Paralysis.
The Scurvy,	Scorbutum.
The Plague,	Pestis, Pestilentia.
A Fit,	Paroxysmus.
An Impostume,	Apostema.
Goze-blood,	Sanies.
The Canker,	Carcinoma.
The French-Pox,	Lues Venerea.
The Wolf,	Herpes.
A Gangrene,	Gangræna.
The Leprosie,	Lepra,
The Small Pox,	Variolæ.
The Measils,	Morbilli.
Pimples,	Pustulæ.
Wheales,	Papulæ.
A Scab,	Scabies.
A Scar,	Cicatrix.
Hard Skin,	Callus.
A Blow,	Plaga.
A Stroke,	Ictus.
The sight,	Visus.
The Hearing,	Auditus.
The smell,	Olfactus, Odoratus.
The Tast,	Gustus.
The Touch,	Tactus.

Colour.	Color.
White,	Albus.
Black,	Niger.
Brown,	Fuscus.
Blew,	Cæruleus.
Gray,	Cæsius.
Green,	Viridis.
Red,	Ruber.
Yellow,	Luteus.
Party-colour'd,	Discolor.
Ill-colour'd,	Decolor.
A Stink,	Fætor.
A sweet smell,	Fragrantia, Odor.
The smel of Meat,	Nidor.
A sound,	Sonus.
A Relish,	Sapor.
Laughter,	Risus.
Weeping,	Fletus.
A Sigh,	Suspirium.
Whispering,	Susurrus.
The Fancy,	Phantasia.
The Memory,	Memoria.
Forgetfulness,	Oblivio.
Sleep,	Somnus.
Watching,	Vigilia.
A Dream,	Insomnium.
Snoring,	Rhonchus.
Apparel,	Vestitus.
A Garment,	Vestis.
Cloth,	Pannus.
Linnen,	Linteum.
Silk,	Sericum.
Thred,	Filum.
Flax,	Linum.
Canvas,	Cannabum.
Fustian,	Xylinum.
Sack-cloth,	Saccus.
An Hat,	Galerus.
A Cap,	Pileus.
A Perriwig,	Galericulum Crinitum.
An Hatband,	Spira.
A Coyf,	Capital.
A Cross-Cloth,	Plagula.
An Hairlace,	Vitta.
A Fan,	Flabellum.
A Bonegrace,	Umbrella.
An Hood,	Peplum.
An Ear-Ring,	Inauris.
A Neck-Jewel,	Monile.
A Chain,	Torques.
A Bracelet,	Armilla.
A Spangle,	Bractea.

- Neckcloth, Strophyum,
- Band, Collare.
- Shirt or Smock, Indusium.
- Waistcoat, Subucula.
- Stomacher, Pectorale.
- Doublet, Diplois.
- Sleeve, Manica.
- Jacket, Tunicula.
- Pair of Breeches, Femoralia.
- Poynt, Ligula.
- Girdle, Cingulum. Zona.
- Skirt, Fimbria.
- Gown, Toga.
- Tassock, Sagum.
- Cloak, Pallium.
- Short Cloak, Chlamys.
- A Coat, Tunica.
- Riding-coat, Lacerna.
- An Apron, Præcinctorium.
- Loose Gown, Stola.
- Glove, Chirotheca.
- Stockings, Tibialia.
- Garter, Fascia.
- Shoe, Calceus.
- Shoe-latchet, Corrigia.
- Boot, Ocrea.
- Spur, Calcar.
- Slipper, Crepida.
- Sole, Solea.
- Buskin, Cothurnus.

Socks, Socci.

Meat, Cibus.

A Caterer, Opsonator.

Food, Opsonium.

- Table, Mensa.
- Table-Cloth, Mappa.
- Napkin or Towel, Mantelium.
- A Trencher, Quadra.
- Salt-Sellar, Salinum.
- Little Salt-Sellar, Salillum.

Salt, Sal.

Bread, Panis.

A Loaf, Collyra.

A Mozsell, Buccea.

Crust, Crusta.

The Crumb, Medulla.

- A Bread basket, Canistrum.
- Knife, Culter.
- Carver, Cibicida.
- Pelle, Ferculum.
- Dish, Discus.
- Pottinger, Catillus.
- Spoon, Cochleare.

Pottage, Jus, jutis, Jusculum.

Water-grewell, Pulmentum.

Milk, Lac.

Cream, Flos Lactis.

A Syllibub, Oxygala.

Butter, Butyrum.

Cheese, Caseus.

Flesh, Caro.

- Beef, Caro: Bubula.
- Veal, Caro: Vitulina.
- Mutton, Caro: Ovina.
- Lamb, Caro: Aginna.
- Pork, Caro: Porcina.
- Venison, Caro: Ferina.

Bacon, Lardum.

- Roast
- Boyled
- Baked
- Broyled
- Fryed
- Stewed
- Carbonado'd
- Minced

Meat, Caro:
- Assa.
- Elixa.
- Coctilis.
- Tosta.
- Frixa.
- Jurulenta.
- Carbonella.
- Minutal.

A Pudding, Fartum.

A Bag-pudding, Massula.

A Gut-pudding, Farcimen.

A Liver Pudding, Tomaculum.

A pudding-maker, Fartor.

Pudding meat, Pulpa.

A Sawsedge, Lucanica.

A Chitterling, Hilla.

A black Pudding,	Apexabo.
A Cake,	Placenta.
Fine Flower,	Pollen.
Unleavened bread,	Azymus.
Leavened Bread,	Fermentatus.
Manchet,	Similaceus.
Houshold Bread,	Cibarius.
Bisket,	Biscoctus.
A Wafer,	Crustulum.
A Bun or Symnell,	Collyra.
A Fritter,	Laganum.
A Pancake,	Artolaganum.
A Tart,	Scriblita.
A Custard,	Artogala.
A Fleshpye,	Artocrea.
An appleppe,	Artomelum.
A Gammon of Bacon,	Petaso.
A Flitch of Bacon,	Succidia.
Sewet,	Sebum.
A Sallet,	Acetarium.
Vinegar,	Acetum.
Oyl,	Oleum.
An Olive,	Oliva.
A Caper,	Capparis.
Sawce,	Intinctus.
Swætmeats,	Bellaria.
Breakfast,	Jentaculum.
Dinner,	Prandium.
Supper,	Cæna.
A Feast,	Convivium, Festum.
A smell-Feast,	Parasitus.
An Entertainer,	Convivator.
A Guest,	Conviva.
A Bason,	Pelvis.
An Ewer,	Aqualis.
A Towell,	Mantile.
A Toothpicker,	Dentiscalpium.

Drink,	Potus.
Wine,	Vinum.
New Wine,	Mustum.
Dead Wine,	Vappa.
Wormwood Wine,	Absynthites.
Metheglin,	Mulsum.
Syder,	Melites.
Perry,	Apites.
Beer or Ale,	Cerevisia.
Hopps,	Lupulus.
Malt,	Brasium.
A Brewer,	Cervisiarius. Pandoxator.
Dregs,	Fæces.
A	Pot, Poculum.
	Flagon, Lagena.
	Beaker, Crater.
	Bowl, Cyathus.
	Jug, Canthurus.
	Bottle, Ampulla.
	Chalice, or Cup, Calix.
	Pot with two ears, Diota.
	Glasse, Poculum Vitreum.
	Cup-Bearer, Pincerna.
	Drawght, Haustus.

The Understanding,	Intellectus.
The Reason,	Ratio.
Knowledg,	Scientia.
Ignorance,	Ignorantia.
Faith,	Fides.
Prudence,	Prudentia.
Wisdome,	Sapientia.
Art,	Ars.
Opinion,	Opinio.
Judgment,	Judicium.
Mistaking,	Error.
Suspition,	Suspitio.
Doubting,	Dubitatio.
Admiration,	Admiratio.
The Will,	Voluntas.
Love,	Amor.
Hatred,	Odium.
Desire,	Desiderium.

Loathing

Loathing,	Fuga.
Joy,	Lætitia. Gaudium.
Sadness,	Tristitia. Dolor.
Feare,	Timor.
Boldness,	Audacia.
Trust,	Fiducia.
Hope,	Spes.
Despair,	Desperatio.
Anger,	Ira.
Pleasure,	Voluptas.
Shame,	Pudor.
Mercy,	Misericordia,
Envy,	Invidia.
	Conjugium.
Wedlock,	Matrimonium.
Marriage,	Sponsalia.
Espousals,	Maritus.
An Husband,	~~Uxor~~ Caelebs.
A Wife,	~~Caelebs~~ Uxor.
A Batchelor,	Sponsus.
Bride-groom,	Sponsa.
Bride,	Pronubus.
Bride-man,	Pronuba.
Bride-maid,	Procus.
A Woer,	Dos.
Portion,	Thalamus.
Bride-chamb.	Viduus.
Widower,	Vidua.
Widow,	Pater.
Father,	Mater.
Mother,	Filius.
Son,	Filia.
Daughter,	Liberi.
Children,	Gemelli.
Twins,	Frater.
A Brother,	Soror.
Sister,	Socer.
Father in law	Socrus.
Mother in Law,	Gener.
A Son in law,	Nurus.
Daughter in Law,	
Brother in Law,	Levir.
Sister in law	Glos.
A Step-Father,	Vitricus.
Step-mother,	Noverca.
Step-Son,	Privignus.
Step-Daughter,	Privigna.
Grandfather,	Avus.
Grandmother	Avia,
Great Grand-father,	Proavus.
Great Grand-mother,	Proavia.
A Great Grand-fathers Father	Abavus.
Great Grand-fathers Mother,	Abavia.
Great great Grand-fathers Father	Atavus.
Great great Grandf. Fathers father,	Tritavus.
An Uncle by the Father,	Patrus.
An Aunt by the Father,	Amita.
An Uncle by the Mother,	Avunculus.
An Aunt by the Mother,	Matertera.
A Cousin German by the Father,	Patruelis.
Cousin German by the Mother,	Consobrinus. Consobrina.
An Husbands Brother,	Levir.
A Nephews son,	Pronepos.
Nephews Nephew,	Abnepos.
Brothers wife	Fratrina.
Nephew,	Nepos.
Neice,	Neptio,
Kindred by the Father,	Agnatis.

Kinred

Kindred by the Mother,	Cognatio.
Kindred by Marriage,	Affinitas.
A Genealogy,	Genealogia.
Anceſtors,	Majores,
Poſterity,	Minores. Poſteritas.
An heir,	Hæres.
A joynt-heir,	Cohæres.
An Inheritance,	Hæreditas.
An Orphan,	Orphanus.
A Baſtard,	Spurius.
A House,	Domus,
A Building,	Ædificium.
A Palace,	Palatium.
A Cottage,	Caſa,
A Stone,	Lapis.
A Brick,	Later.
Chalk or Lime,	Calx.
Mortar,	Lutum.
Rubbiſh,	Rudus.
A Foundation,	Fundamentum.
A Wall,	Paries.
A Corner,	Angulus.
A Porch,	Veſtibulum.
A Pent-houſe,	Compluvium.
A Gate,	Janua.
A Dor,	Oſtium.
A Knocker,	Marculus.
A Latch,	Vectis.
A Barr,	Repagulum.
A Chink,	Rima.
A Foredor,	Anticum.
A Backdor,	Poſticum.
A Lock,	Sera.
A Key,	Clavis.
A Bar,	Peſſelus.
A Hinge,	Cardo.
A Threſhold,	Limen.
Foldingdors,	Valvæ.
A Wicket,	Oſtiolum.
A Poſt,	Poſtis.
The Lintell,	Super liminare.
A Bolt,	Obex.
Glaſſe,	Vitrum.
A Window,	Feneſtra.
A Caſement,	Tranſenna.
A Lattice,	Cancelli.
The Eaves,	Faſtigium.
The Ridge,	Suggrundium.
A Tower,	Turris.
An Arch,	Fornix.
A Prop,	Tibicen.
The Roof,	Tectum.
The inner Roof,	Laquear.
Slate,	Scandula.
Tile,	Tegula.
Gutter tile,	Imbrex.
A Beam,	Trabs.
A Rafter,	Tignum.
A Board,	Aſſer.
A Lath,	Aſſerculus.
A Pillar,	Columna.
A Pavement,	Pavimentum.
An Inner-room,	Penetrale.
A Room,	Contignatio.
A Hall,	Aula.
A Parlor,	Conclave.
A Kitchen,	Culina: Coquina.
A Bake-houſe,	Piſtrinum.
A Larder,	Promptuarium.
A Cellar,	Cella.
A Dining-room,	Tranſorium.
A Chamber,	Cubiculum.
Stayres,	Scalæ. Gradus.
A Cloſet,	Conclave.
A Study,	Muſæum.
A Library,	Bibliotheca.
A Scaffold,	Pegma.
An Inne,	Diverſorium.
A Tavern,	Oenopolium. Taberna.
A Victualling-houſe,	Caupona.
A Spittle,	Hoſpitium.
A Work-houſe,	Officina.
A Ware-houſe,	Receptaculum.
A Gallery,	Pergula.
A Garret,	Cœnaculum.
A Seiling,	Concameratio.
A Balconey,	Porticus.

Houſhold-

Houshold-stuff,	Supellex.
Utensils,	Utensilia.
Furniture,	Apparatus.
A Chaire,	Cathedra.
A Stool,	Sella.
A Bench,	Scamnum.
A Foot-stool,	Scabellum.
A Seat,	Sedes.
A Cushion,	Pulvinus.
A Table,	Mensa.
The frame of a Table,	Fulcrum.
Carpet,	Gausape.
Cupboard,	Abacus.
Cupboard-Cloth,	Tapes.
Chest,	Arca.
Coffer,	Cista.
Desk,	Pluteus.
Trunk,	Riscus.
Box,	Pixis.
Cabinet,	Capsula.
Presse for Clothes,	Vestiarium.
Case,	Theca.
Basket,	Corbis.
Hand-basket,	Calathus.
A Flasket,	Qualus.
Vessell,	Vas.
Washing-tub,	Labrum.
Butt,	Orca.
Hamper,	Quasillus.
Panner,	Canistrum.
Hogshead,	Dolium.
Pipe,	Cadus.
Barrell,	Amphora.
Rundlet,	Orcula.
Tap,	Fistula.
Bunghole,	Orificium.
Lid or Cover,	Operculum.
Spigot,	Siphon.
Piercer,	Terebra.
Cork,	Suber.
Chimney,	Caminus.
Soot,	Fuligo.
An Andiron,	Andela.
A Grate,	Crates.
A Rack,	Craticcium.
A Spit,	Veru.
A Dripping-pan,	Degluttorium.
Dripping,	Liquamen.
A Dresser,	Mensa Coquinaria.
An Oven,	Furnus.
A Furnace,	Fornax.
A Cauldron,	Ahenum.
A Kettle,	Lebes.
A Skillet,	Cacabus.
A Chafingdish,	Authepsa.
The bottom of a Pot,	Fundus.
Frying-pan,	Sartago.
Fleshhook,	Fuscinula.
Ladle,	Spatha.
Grater,	Radula.
Tosting Iron,	Artopia.
Strayner,	Colum.
Cullender,	Cribrum.
Mortar,	Mortarium.
Pestle,	Pistillum.
Sponge,	Spongia.
A Dishclout,	Peniculus.
Besome or Brom,	Scopa.
Kneeding-Trough,	Mactra.
Pot,	Olla.
Pipkin,	Ollula.
Trivet,	Tripos.
Gridiron,	Craticula
Firshovel,	Batillum.
pair of Tonges	Forceps.
Pair of Bellowes,	Follis.
Tinderbox,	Ignitabulum.
Match,	Sulphuratum.
Tinder,	Fomes.
A Bed,	Lectus.
The Beds side,	Sponda.
The Beds feet,	Clinopodium.
The Beds head,	Pluteus.
A Rug,	Gausape,

A Cradle,

A Cradle, Cunæ.
Tapeſtry, Tapes.
Hangings, Periſtromata.
A Canopy, Conopeum.
Mat, Storea.
Sheet, Lodix.
Blanket, Stragulum.
Coverlet, Teges.
Pillow, Pulvinar.
Bouliter, Carvical.
Bed-Tick, Culcitra.
Pallet, Grabbatus.
Curtain, Cortina.
Chamber-pot, Matula.
Cloſe-Stool, Laſanum.
Privy, Forica.
Candle, Lucerna. Candela.
The Wyke of the Candle, Ellychnium.
The Snuff, Fungus.
The Snuffers, Emunctorium.
The Extinguiſher, Extinctorium.
A Wax Taper, Cereus.
Torch, Fax.
Lamp, Lampas.
Diſtaff, Colus.
Spindle, Fuſus.
Wheel, Verticillus. Rota.
A Reel, Rhombus.
pair of Sheers Forfex.
Comb, Pecten.
Bodkin for the Hair, Acus crinalis.
curling-Iron, Calamiſtrum.
Looking-glaſs Speculum.
Spectacles, Conſpicillum.
A Thimble, Digitale.
A Needle, Acus.
A Needles eye, Foramen.
Pin, Acicula.

A School, Schola.
A Schoolmaſter, Ludimagiſter. Archididaſcalus.
An Uſher, Subpræceptor. Hypodidaſcalus.
A Scholar, Diſcipulus.
A School-fellow, Condiſcipulus.
The Maſters Chair, Cathedra.
A Form, Claſsis.
A Seat, Subſellium.
Teaching, Inſtitutio. Inſtructio.
Learning, Diſciplina. Doctrina.
A Book, Liber.
A little Book, Libellus.
Writing Tables, Pugillares.
A Commentary, Commentarium.
A Leaf of a Book, Folium.
A Page of a Book, Pagina.
A Margin of a Book, Margo.
The Cover of a Book, Involucrum.
A Library, Bibliotheca.
A Pulle for Books Pluteus.
The Title of a Book, Inſcriptio.
A Bookſeller, Bibliopola.
A Printer, Typographus.
A Compoſer, Typotheta.
Paper, Charta.
Blotting Paper, Charta Bibula.
A Sheet of Paper, Philyra.
A Quire of Paper, Scapus.
A Volume, Volumen. Tomus.
A Manuall, Enchiridium. Manuale.
A Work, Opus.
A Pen, Calamus.
The nib of a Pen, Crena.
A Pen-knife, Scalpellum.
A Penſill, Penicillus.
Ink, Atramentum.
An Ink-horn, or a Standiſh, Atramentarium.
A Blot, Litura.
Writing, Scriptio. Scriptum.
A Character, Characher.

A	Point,	Punctum.
	Letter,	Lera.
	Syllable,	Syllaba.
	Word,	Dictio, Dict. Logos.
	Sentence,	Sententia.
	Phrase,	Phrasis.
	Period,	Periodus.
An Accent,		Accentus.
A Spirit,		Spiritus.
A Figure,		Figura.
A Lesson,		Lectio.
Construing,		Interpretatio.
Parsing,		Examinatio.
A Rule,		Regula.
An Exception,		Exceptio.
An Exercise,		Exercitium.
A Theme,		Thema.
Prose,		Prosa.
Verse,		Carmen.
An Orator,		Orator.
Rhetorick,		Rhetorica.
An Oration,		Oratio.
A	Preface,	Exordium.
	Confirmation	Confirmatio.
	Consultation	Consultatio.
	Conclusion,	PeroratioCatastroph.
	Poet,	Poeta.
Poetry,		Poesis.
A Poem,		Poema.
A Proverb,		Adagium, Proverbium.
An History,		Historia.
A	Chronicle,	Annales.
	Day-Book,	Diarium.
	Calendar,	Calendarium.
	Fable,	Fabula.
	Satchel,	Pura.
	Table-Book,	Pugillares.
	Truant,	Emansor.
	Dunce,	Hebes.
	Rod,	Virga.
	Ferular,	Ferula.
The Masters Reward, vulgarly called Quarteridge,		Minerval.

A	Church,	Ecclesia, Templum.
	Chappel,	Sacellum.
	Church porch,	Propylæum.
	Church-yard,	Cœmiterium.
	Pew,	Subsellium.
	Bell,	Campana.
	Vestry,	Adytum.
The Chancel,		Sacrarium.
An Altar,		Ara, Altare.
A Statue,		Statua.
An Image,		Imago.
A Graven Image,		Sculptile.
Congregation,		Congregatio.
A Pulpit,		Pulpitum, Rostra.
A Priest,		Sacerdos, Presbyter Minister.
An Arch-Deacon,		Archidiaconus.
A	Deacon,	Diaconus.
	Bishop,	Episcopus.
	Church-ward,	Ædituus.
	Reader,	Lector.
	Preacher,	Concionator.
	Sermon,	Concio.
The Scripture,		Scripturæ.
The Bible,		Biblia.
The old Testament		Testamentum Vetus.
The new Testament		Novum.
A Prophet,		Propheta.
A Prophecy,		Prophetia.
An Evangelist,		Evangelista.
The Gospel,		Evangelium.
An Apostle,		Apostolus.
Apostleship,		Apostolatus.
A Prayer,		Precatio, Preces.
Confession,		Confessio.
A Petition,		Petitio.
Deprecation,		Deprecatio.
Intercession,		Intercessio.
Thanksgiving		Gratiarum Actio.
Thanks,		Gratiæ.
Prayer,		Laus.
Benediction,		Benedictio.
A Chapter,		Caput.
A Verse,		Versus.
An Hymne,		Hymnus.
An Anthem,		Antiphon.

A Song,

A Song,	Cantilena
Singing,	Cantio.
A Quire,	Chorus.
A Singing-man,	Cantor.
A Chanter,	Præcentor.
An Organ,	Organum.
A Psaltery,	Psalterium.
An Harp,	Lyra.
A Lute,	Cithara.
A Viol,	Pandura.
Musick,	Musica.
A Tune,	Tonus.
A Liturgy,	Lyturgia.
A Sacrament,	Sacramentum.
Baptism,	Baptismus.
A Sacrifice,	Sacrificium.
Frankincense,	Thus.
A Font,	Lavacrum.
A Sprinkling of water,	Aspersio.
A Godfather,	Compater.
A Godmother,	Commater.
A giving of names	Impositio nominum.
Circumcision,	Circumcisio.
The Passover of Easter,	Pascha.
The Eucharist,	Eucharista.
Consecration,	Consecratio.
Communion,	Communio.
Alms,	Eleemosyna.
A Grave,	Sepulchrum.
A Grave-stone,	Cippus.
A Coffin,	Urna.
A Bier,	Feretrum.
An Herse,	Cænotaphium.
A Monument,	Monumentum.
A Scutcheon,	Tholus.
An Epitaph,	Epitaphium.
A Funeral	Funus.
Funeral Rites,	Inferiæ.
A Funeral Song,	Epicedium.

Time,	Tempus.
Opportunity,	Opportunitas.
An Hour,	Hora.
An hour and a half,	Sesquihora.
An Hour-Glass,	Clepsydra.
A Clock,	Horologium.
A Diall,	Solarium.
The Point of a Dial,	Stylus.
Half an hour,	Semihora.
A Quarter of an hour.	Quadrans.
A Moment,	Momentum.
A Day,	Dies.
Break of Day,	Diluculum.
Sun-Rising,	Exortus.
Morning,	Aurora.
Noon,	Meridies.
Sun-setting,	Occasus.
Evening,	Vesper.
Twilight,	Crepusculum.
A Night,	Nox.
Midnight,	Nox intempesta.
Cock-crowing,	Gallicinium.
A Week,	Septimana, Hebdomada.
Sunday,	Dies Dominicus, vel Solis.
Munday,	Dies Lunæ.
Tuesday,	Dies Martis.
Wednesday,	Dies Mercurii.
Thursday,	Dies Jovis.
Fryday,	Dies Veneris.
Saturday,	Dies Sabbati, vel Saturni.
The space of two dayes,	Biduum.
The space of three dayes,	Triduum.
The space of four dayes,	Quatriduum.
An Holy-day,	Dies Festus.
A Working-day,	Dies Profestus.
Half Holy-day,	Dies Intercisus.
A Moneth,	Mensis.

January,	Januarius.
Febryary,	Februarius.
March,	Martius.
Apzil,	Aprilis.
May,	Maius.
June,	Junius.
July,	Julius.
August,	Augustus.
September,	September.
October,	October.
November,	November.
December,	December.
A Year,	Annus.
Two years,	Biennium.
Thzée years,	Triennium.
Four years,	Lustrum.
Leap-year,	Annus Bissextilis.
Infancy,	Infantia.
Childhood,	Pueritia.
Youth,	Juventus. Adolescentia.
Manhood,	Rubertas. Virilitas.
Old age,	Senectus.
An Age,	Seculum.
Eternity,	Æternitas.

An Element,	Elementum.
Fire,	Ignis.
Heat,	Æstus. Fervor.
Warmth,	Tepor. Calor.
Brightnesse,	Splendor.
Burning,	Incendium.
A Flame,	Flamma.
A Spark,	Scintilla.
A Fire-brand,	Torris.
A Brand quenched,	Titio.
A dead coal,	Carbo.
A burning coal,	Pruna.
Ashes,	Cinis.
Smoak,	Fumus.
Soote,	Fuligo.
Wood,	Lignum.
Water,	Aqua.

Raine,	Pluvia.
The Rain-bow,	Iris.
A Fountain,	Fons.
A Rivulet,	Rivus.
A Brigg,	Pons.
A Brook,	Torrens.
A River,	Fluvius.
The Bank of a River,	Ripa.
The Sea,	Mare.
The Ocean,	Oceanus.
The Sand,	Arena.
A Shallow, or Fourd,	Vadum.
Depth,	Profunditas.
Sea-weed,	Alga.
A Wave,	Fluctus.
A Whirlpool,	Vortex.
A Drop,	Gutta.
A Shore,	Littus.
A Baie,	Sinus.
A Pool,	Stagnum.
A Marsh,	Palus.
A Deluge,	Diluvium.
The Ayr,	Aer.
The Skie,	Æther.
Light,	Lux.
The Sun,	Sol.
The Sun-beam,	Jubar.
A Ray,	Radius.
The Moon,	Luna.
The conjunction of the Moon,	Interlunium.
New Moon,	Novilunium.
Horned Moon,	Luna corniculata.
Half Moon,	Luna Dimidiata.
Thzée quarter Moon,	Luna Gibbosa.
Full Moon,	Plenilunium.
An Eclipse,	Eclipsis.
A Star,	Stella.
A Constellation,	Sidus. Constellatio.
A Cloud,	Nubes.
Darknesse,	Tenebræ.
The East,	Oriens.

The West,	Occidens.
The South,	Meridies.
The North,	Septentrio.
A Mist,	Nebula.
Fair weather,	Serenitas.
Calm weather,	Tranquilitas.
A Tempest,	Tempestas.
A Winde,	Ventus.
A storm,	Procella.
A Whirlwinde,	Turbo.
A gentle winde,	Aura.
The East winde,	Eurus.
The North winde	Aquilo.
The South winde	Auster.
The South-West winde,	Africus.
The West winds,	Zephirus.
A shower,	Imber.
A drop,	Gutta. Stilla. Stillicidium.
An Icicle,	Stiria.
Frost,	Gelu.
Ice,	Glacies.
The hoar Frost,	Pruina.
The Dew,	Ros.
Snow,	Nix.
Hail,	Grando.
Thunder,	Tonitru.
A Thunder-bolt,	Fulmen.
Lightning,	Fulgur.
A flash,	Coruscatio.
Earth,	Terra.
An Earth-quake,	Terræmotus.
The top of the Earth,	Superficies.
A Mountain,	Mons.
A Valley,	Vallis.
A narrow Valley,	Convallis.
Dirt,	Cœnum.
Clay,	Lutum.
Dust,	Pulvis.
An Hill,	Collis.
The top of an Hill,	Cacumen.
A Cliffe,	Clivus.
A Rock,	Petra.
A Bank,	Ripa. Turrulus.
Gravel,	Sabulum.
A Gravel-pit,	Sabuletum.
Chalk,	Creta.
Allum,	Alumen.
Marle,	Marga.
A way,	Via.
A path,	Semita.
A track of a Cart,	Orbita.
Metall,	Metallium.
Mines,	Mineralia.
A Digger,	Fossor.
Gold,	Aurum.
A Mine of Gold,	Aurifodina.
Silver,	Argentum.
Brasse,	Æs.
Iron,	Ferrum.
Steel,	Chalybs.
Lead,	Plumbum.
Tinne,	Stannum.
Copper,	Orichalcum.
Coral,	Coralium.
Quick-silver,	Argentum vivum.
Soulder,	Ferrumen.
White Lead,	Cerussa.
Vertue,	Virtus.
Vice,	Vitium.
An oversight,	Delictum.
An offence,	Scandalum.
Villany,	Scelus.
Temperance,	Temperantia.
Valiant,	Fortis.
Valor,	Fortitudo.
Justice,	Justitia.
Experience,	Experientia.
Expert,	Expertus.
Chast,	Castus.
Chastity,	Castitas.

Modest,	Modestus.
Modesty,	Modestia.
Bashful,	Verecundus.
Bashfulness,	Verecundia.
Humble,	Humilis.
Humility,	Humilitas.
Civility,	Urbanitas.
True,	Verus.
Truth,	Veritas, Veracitas.
Liberality,	Liberalitas.
Magnificent,	Magnificus,
Magnificence,	Magnificentia.
Magnanimous,	Magnanimus.
Magnanimity,	Magnanimitas.
Industry,	Industria, Solertia.
Diligence,	Diligentia.
Diligent,	Diligens.
Patient,	Patiens.
Patience,	Patientia.
Constancy,	Constantia.
Friendship,	Amicitia.
Concord,	Concordia.
Peace,	Pax.
Pity,	Misericordia.
Pitiful,	Misericors.
Meek,	Clemens.
Meekness,	Clementia.
Thankful,	Gratus.
Thankfulness,	Gratitudo.
Ungrateful,	Ingratus.
Ungratitude,	Ingratitudo.
Godly,	Pius.
Godliness,	Pietas.
Honest,	Honestus.
Honesty,	Honestas, Probitas.
Good,	Bonus, Probus.
Charity,	Charitas.
A Fool,	Stultus.
Folly,	Stultitia.
Indiscretion,	Imprudentia.
Impudence,	Impudentia.
Unskilful,	Inexpertus.
Craft,	Astutia.
Deceit,	Dolus, Fraus.
A Knave,	Nebulo.
Pleasure,	Voluptas.
A Glutton	Helluo.
Gluttony,	Ingluvies, Gula.
Drunkenness,	Ebrietas.
Drunken,	Ebriosus.
A Drunkard,	Ebrius.
A Good-fellow,	Combibo, Compotor
Lust,	Libido.
Wantonness,	Lascivia.
Adultery,	Adulterium.
Fornication,	Fornicatio.
A Pander,	Mango.
A Bawd,	Leno.
A Whore,	Meretrix.
An Harlot,	Pellex.
A Trepan,	Insidiarius.
Pride,	Superbia.
Proud,	Superbus.
Haughty,	Arrogans.
Ambition,	Ambitio.
Ambitious,	Ambitiosus.
A Clown,	Rusticus.
Clownishness,	Rusticitas.
A Lye,	Mendacium.
A Lyar,	Mendax.
A Prater,	Garrulus.
Babling,	Garrulitas.
Sawcy,	Procax.
Sawciness,	Procacitas.
A Busie-body,	Ardelio.
A Trifler,	Nugator.
Trifles,	Nugæ.
A Scold,	Pupilum, Rixa.
Thrifty,	Frugi.
Lavishness,	Luxuria.
A Prodigal,	Prodigus.
Covetousness,	Avaritia.
Bold,	Audax.
Rashness,	Temeritas.
Rash,	Temerarius.
A Coward,	Pusillanimus.
Sloth,	Inertia, Socordia.
Negligence,	Negligentia.
Fickleness,	Inconstantia.
Stubbornness,	Contumacia.

Enmity,

Enmity, Inimicitia.
Discord, Discordia.
Warre, Bellum.
A Thief, Fur.
A Robber, Latro.
A Pick-pocket, Manticularius.
A Cutpurse, Crumenifeca.
A Churchrobber Sacrilegus.
A Villain, Furcifer.
A Rogue, Vagabundus.
Ungodlinesse, Impietas.
A Bird, Avis.
A great Bird, Ales.
The Bill of a Bird, Rostrum.
A Wing, Ala.
A Feather, Pluma, Penna.
Down-Feathers, Lanugo.
A Spur, Calcar.
A Craw, Ingluvies.
A Rump, Oropigium.
An Egge, Ovum.
A Shell, Testa.
A Quill, Calamus.
A Claw, Unguis.
A Nest, Nidus.
A Cage, Aviarium.
A Fowler, Auceps.
Bird-lime, Viscus.
A Bat, Vespertilio.
A Bitturn, Buteo.
A Black-Bird, Merula.
A Bull-Finch, Rubicilia.
A Bunting, Rubetra.
A Buzzard, Buteo, Hyriorcha.
A Capon, Capo.
A Chafinch, Fringilla.
A Chough, Graculus.
A Cock, Gallus.
A Cocks-Comb Crista.
A Crane, Grus.
A Crow, Cornix, Corvus.
A Cuckow, Cuculus.
A Didapper, Mergus.
A Dove or Pigeon, Columba.
A Turtle Dove, Turtur.
A Ring-Dove, Palumbus.
A Stock-Dove, Vinago.
A Dove-house, Columbarium.
A Duck, Anas.
An Eagle, Aquila.
A Falcon, Falco.
A Feldy-fare, Collurio.
A Gold-finch, Carduelis.
A Goose, Anser.
A Wild-Goose, Vulpanser.
A Griffin, Gryps.
A Gull, Gavia.
A Hawk, Accipiter.
A Hen, Gallina.
A Heron, Ardea.
A Jack-Daw, Monedula.
A Kings-Fisher, Halcyon.
A Kite, Milvus.
A Lapwing, Upupa.
A Lark, Alauda.
A Marten, Martes.
A Moy-Hen, Aulica.
A Nightingale, Luscinia.
An Owl, Noctua.
A Scritch-Owl, Bubo.
An Ostritch, Struthio.
A Parrot, Psittacus.
A Partridge, Perdix.
A Peacock, Pavo.
A Pelican, Pelicanus.
A Pheasant, Phasianus.
A Phenix, Phœnix.
A Pie, Pica.
A Plover, Pardalus.
A Quail, Coturnix.
A Raven, Corvus.
A Night-Raven Nycticorax.
A Robin Red-Breast, Rubecula
A Snite, Attagen.
A Sparrow, Passer.
A Starling, Sturnus.
A Stork Ciconia.
A Swallow, Hirundo.
A Swan, Olor, Cygnus.

A { Teal, Querquedula. / Thrush, Turdus. / Titmous, Parus. / Turky, Numidica. / Vulture, Vultur. / Wag-tayl, Motacilla. / Woodcock, Gallinago. / Wren, Regulus. / Chicken, Pullus. }

A { Beast, Bestia. / Labouring Beast, Jumentum. }
Cattel, Pecus.
An Herd, Armentum.
An Hide, Tergus.
An Horn, Cornu.
An Hoof, Ungula.
A Mane, Juba.
A Bristle, Seta.
A Tayl, Cauda.
An Ant, or Emmet, Formica.
An Ape, Simia.
An Asse, Asinus.
A Wild-Asse, Onager.
A Babon, Cynocephalus.
A Badger, Melis.
A Bear, Ursus.
A young Bear, or Cub, Ursulus.
A Bee, Apes.
Honey, Mel.
An Honey-Comb, Favus.
An Hive, Alvearc.
A Sting, Aculeus.
A Drone, Fucus.
A Swarm, Examen.
Bee-Wax, Cera.
A Beetle, Scarabeus.
A Butter-Flye, Papilio.
A Beaver, Fiber.
A Camel, Camelus.

A { Cat, Felis, Catus. / Caterpillar, Grillus. / Coney, Cuniculus. / Cricket, Cicada. / Crocodile, Crocodilus. / Deer, Dama. / Fawn, Hinnulus. }
An Hart or Stag, Cervus.
An Hind, Cerva.
A { Pricket, Subulo. / Roe, Caprea. / Dog or Bitch, Canis. / Whelp, Catulus. / Mastiff, Molossus. / Spaniel, Hispaniolus. / Mongrel, Hybris. / Dogs Collar, Millum. }
Barking, Latratus.
A Muzzle, Piscella.
A Dragon, Draco.
A Dromedary, Dromedarius.
An Elephant, Elephas.
An Evet, Seps.
A Ferret, Viverra.
A { Flea, Pulex. / Fly, Musca. / Fox, Vulpes. / Frog, Rana. / Glowworm, Cicindela, Cæcilia. / Gnat, Culex. / He-Goat, Hircus. / She-Goat, Capra. / Goat-Heard, Caprarius. / Young Goat, or Kid, Hædus. / Grashopper, Cicada. }
An Hare, Lepus.
A young Hare or Leveret, Lepusculus.
A Hedge-Hog, Echinus.
An Hog, Porcus.
An Hogs-Sty, Suile.
Hoge-Dung, Succerda.
An Hogheard, Subulcus.
A Boar, Aper.

A Sow,

A Sow,	Sus.
A Pig,	Porcellus.
An Hornet,	Crabro.
An Horſe,	Equus.
A Mare,	Equa.
A Gelding,	Spado.
A Race-Horſe,	Celes.
A Nag,	Mannus.
An ambling Nag,	Aſſurio.
A War-Horſe,	Equus Bellatorius.
A trotting Horſe,	Succuſſarius.
A Hackney Horſe,	Equus meritorius.
A Pack-Horſe,	Equus Clitellarius.
Neighing,	Hinnitus.
An Horſe-keeper,	Equito.
An Halter,	Capiſtrum.
An Horſe-Leech,	Hirudo.

A { Libbard, Pardus. / Lyon, Leo. / Lyoneſs, Leæna. / Lizard, Lacertus. / Lowſe, Pediculus. / Maggot, Termes. / Mole, Talpa. / Mole-Hill, Grumulus. / Monky, Cercopythecus. / Moth, Tinea. / Mouſe, Mus. / Dormouſe, Glis. / Mouſe-Trap, Muſcipula. / Mouſe Dung, Muſcerda.

A Mouſe-hunt,	Muricida.
A Mule,	Mulus.
A Nit,	Lens.
An Ore,	Bos.
A Bull,	Taurus.
A Cow,	Vacca.
An Heyfer,	Juvenca.
An Udder,	Mamma.
A Teat,	Papilla.

A Bullock,	Juvencus.
A Calf,	Vitulus.
A Panther,	Panthera.
A Pole-Cat,	Martes.
A Rat,	Sorex.
A Scorpion,	Scorpius.
A Serpent,	Serpens.
A Sheep,	Ovis.
A Ram,	Aries.
A Weather,	Vervex.
A Lamb,	Agnus.
A Sheepfold,	Ovile.
A Shepheard,	Paſtor.
A Sheephook,	Pedum.
A Flock,	Grex.
Wooll,	Lana.
A Fleece,	Vellus.
A Snail,	Limax.
A Snake,	Anguis.
A Water-Snake,	Hydra.
An Adder,	Coluber.

A { Spider, Aranea. / Squirrel, Sciurus. / Tick, Ricinus. / Tyger, Tigris. / Toad, Bufo. / Viper, Vipera.

An Unicorn,	Unicornis.

A { Waſpe, Veſpa. / Weezle, Muſtela. / Wolf, Lupus. / Worm, Vermis.

An Earth-Worm,	Lumbricus.

A { Canker-Worm, Erma. / Timber-Worm, Teredo. / Belly-Worm Aſcarides. / Silk-Worm, Bombyx.

A Glow-Worm,	Cæcilia.

A Fiſh,

A Fish,	Piscis.
A little Fish,	Pisciculus.
The gills of a Fish,	Branchiæ.
The Finnes,	Pinnæ.
The Scale,	Squammi.
A Shellfish,	Concha.
A Shell,	Testa.
A Fisherman,	Piscator.
A Net,	Rete.
An Angle Rod,	Arundo.
A Line,	Linea.
An Hook,	Hamus.
A Bayte,	Esca.
A Plummet,	Bolis.
Fishing,	Piscatura.
A Fishmonger,	Piscarius.
Salt-fish,	Salsamenta.
A Barbell,	Mullus.
A Bay,	Alburnus.
A Carp,	Carpio.
A Cockle,	Cochlea.
A Cramp-fish,	Torpedo.
A Cod-fish,	Capito.
A Conger,	Congrus.
A Crab,	Cancer.
A Craw-fish,	Cammarus.
A Dace,	Appua.
A Dolphin,	Delphinus.
An Eele,	Anguilla.
A Gudgeon,	Gobio.
A Herring,	Halec.
A Lamprey,	Murænа.
A Lobster,	Locusta.
A Mackrell,	Scombrus.
A Mullet,	Mugil.
Muscles,	Musculi.
An Otter,	Lutra.
An Oyster,	Ostreum.
A Perch,	Perca.
A Pike,	Lucius.
A Playce,	Passer.
A Roch,	Rubellio.
A Ruffe,	Cernua.
A Salmon,	Salmo.
A Sea-Calf,	Phoca.
A Shrimp,	Squilla.
A Sole,	Lingulaca.
A Sprat,	Sarda.
A Sturgeon,	Acipenser.
A Tench,	Tinca.
A Thornback,	Raia.
A Tortoyse,	Testudo.
A Trout,	Truta.
A Whale,	Cetus.
A Whiting.	Aselus.

Husbandry,	Agricultura.
A Country-man,	Rusticus.
Ground,	Fundus. Terra.
A Field,	Ager.
A Farm,	Prædium.
A Tenant,	Manceps. Tenens.
A Baily,	Villicus.
Arable Land,	Arvum.
A Turf,	Cespes.
A Meadow,	Pratum.
An Inclosure,	Septum.
A Hedge,	Sepe.
Graſſe,	Gramen.
Hay,	Fœnum.
Hay-Harvest,	Fœnisecium.
An Hayloft,	Fœnile.
A Mower of Hay.	Fœniseca.
A Rake,	Rastrum.
A Ploughman,	Arator.
A Plough,	Aratrum.
The Plough-handle,	Stiva.
The Ploughshare,	Vomis.
The Plough-staff,	Rallum.
The Coulter,	Culter.
A Yoke,	Jugum.
A Goade,	Stimulus.
An Harrow,	Orca.
A Furrow,	Sulcus.
The Ridge,	Lira.
An Acre,	Jugerum.
A Sower,	Seminator.

Sæd,

Séed,	Semen.
Standing Corn,	Seges,
Harvest,	Messis.
A Sheaf,	Merges,
An handful,	Manipulus.
A reaping hook,	Falx.
A Reaper,	Messor.
Stubble,	Stipula.
An Ear of Corn,	Spica.
The Blade,	Culmus.
The beard of an Ear,	Arista.
A Shock,	Arista.
A Wayne,	Veloes.
A Carr,	Plaustrum.
A Carter,	Auriga.
A Wheele,	Rota.
A Spoke,	Radius.
An Axeltree,	Axis.
A Whip,	Scutica,
A Barn,	Horreum,
A Barn-floor,	Area.
A Granary,	Granarium.
A Thresher,	Tritor.
A Flayl,	Tribula.
Straw,	Stramen.
Chaffe,	Palea.
A Sieve,	Cribrum.
A Fan for Corn,	Vannus.
Grain,	Granum.
Bread-Corn,	Frumentum.
An husk,	Gluma.
A Shale,	Siliqua.
A Cod,	Valvolus.
A Bean,	Faba.
A Peale,	Cicer.
Vetches,	Vicia.
Wheat,	Triticum.
Wheaten Bread,	Panis Triticeus.
Fine Wheat,	Ador.
Rye,	Secale.
Barley,	Hordeum.
Malt,	Byne.
Pulse,	Legumen.
Oats,	Avena.
Tares,	Zizania.
Darnell,	Lolium.
Rice,	Oriza.
An Herb,	Herba.
A Stalk,	Caulis.
A Turnip,	Rapa.
A Carret,	Napus.
A Parsnep,	Pastinaca.
A Radish,	Raphanus.
Colewoyts,	Brassica.
Lettice,	Lactuca.
An Artichoke,	Cinaria.
Parsley,	Apium.
An Onion,	Cepa.
Garlick,	Allium.
A Léek,	Porrum.
A Cucumber,	Cucumis.
Soyrell,	Acetosa.
Water-Cresses,	Nasturcium.
A Melon,	Melo.
Mustard,	Sinapi.
Anisséed,	Anisum.
Cummin,	Currinum.
Fennell,	Fœniculum.
Tyme,	Thymus.
Majoram,	Majorana.
A Daisie,	Bellis.
A Gilloflower,	Caryophyllus.
Lavender,	Lavendula. Spica.
A Rose,	Rosa.
Rosemary,	Rosmarinus.
A Tulip,	Tulipa.
A Lilly,	Lillium.
A Violet,	Viola.
A Primrose,	Primula Veris.
Tansie,	Tanacetum.
A Thistle,	Carduus.
Sperage or Sparagus,	Asparagus.
Mosse,	Muscus.
Sedge,	Carex.
Mallowes,	Malus.
A Nettle,	Urtica.

Hyssop,

Hyssop,	Hyssopus.
Mint,	Menta.
Rue,	Ruta.
Sage,	Salvia.
Wormwood,	Absynthium.
Camomill,	Camomilla,
Coltsfoot,	Tussilago.
Ferne,	Filix.
Broom,	Genista.
Hemlock,	Cicuta.
Poppye,	Papaver.

A Shrub,	Arbustum.
A Tree,	Arbor.
A Plant,	Planta.
The top of a Tree,	Cacumen.
A Bough cut off,	Ramale.
A Bough,	Ramus.
A Green leaf,	Frons.
A leaf falne,	Folium.
The stock of a tree,	Caudex.
The bark,	Cortex.
The twig,	Virga.
An Osier,	Vimen.
The Root,	Radix.
The juice,	Succus.
Fruit,	Fructus.
An apple Tree,	Pomus.
An apple,	Pomum. Malum.
A Pear-tree,	Pyrus.
A Pear,	Pyrum.
A Cherry-tree,	Cerasus.
A Cherry,	Cerasum.
A Box-tree.	Buxus.
A Plum-tree,	Prunus.
A Plumbe,	Prunum.
A Fig-tree,	Ficus.
A Fig,	Ficus.
An Olive-tree,	Oliva.
An Olive,	Olivum.
An Ash-tree,	Fraxinum.
A Birch-tree,	Fagus.

A Wild Ash,	Ornus.
A Poplar Tree,	Populus.
A Plane Tree,	Platanus.
An Elme,	Ulmus.
An Oake,	Quercus.
A Firre tree,	Abies.
A Willow,	Salix.
A Cedar,	Cedrus.
A Cypresse,	Cypressus.
A Palm tree,	Palma.
A Pine tree,	Pinus.
A Nut tree,	Nux.
A Nut shell,	Putamen.
A Kernell,	Nucleus.
A Wallnut,	Juglans.
A Chesnut,	Castanea.
A Nut-cracker,	Nucifrangibulum.
A Medlar-tree,	Mespilus.
An Almond tree,	Amygdalus.
An Almond,	Amygdala.
A Cork tree,	Suber.
A Bay tree,	Laurus.
A Berry,	Bacca.
A Maple tree,	Acer.
A Date,	Dactylus.
A Quince,	Cydonium.
An Orange,	Aurantium.
A Citron,	Medicum.
A Lemon,	Citreum.
A Warden,	Volemum.
An Apricock,	Malum Præcox.
A Peach,	Malum Persicum.
A Strawberry,	Fragum.
A Blackberry,	Vaccinium.
A Mulberry,	Morum.
An Ivyberry,	Corymbus.
A Gooseberry,	Grossula.
Currants,	Uvæ Corinthiacæ.
Sugar,	Saccharum.
Pepper,	Piper.
Ginger,	Zingiber.
Cinnamon,	Cinnamomum.
Nutmeg,	Nux muscata.
Mace,	Maces.
Saffron,	Crocus.

Frankincense,

Frankincenſe,	Thus.
Myrrh,	Myrrha.
Roſine,	Reſina.
Turpentine,	Terebinthina.
Amber,	Succinum.
Pitch,	Pix.

A Garden,	Hortus,
A Gardiner,	Hortulanus.
An Orchard,	Pomarium.
An Arbour,	Viridarium.
A Bank,	Agger.
A Wall,	Miceries, Murus.
A Hedge,	Sepes.
A Twig,	Vrmen.
A Spade,	Ligo.
A Mattock,	[illegible]
A Shovell,	Rutrum.
A Pick-axe,	Bipalium.
A Weeding hook	Runcina.
A Bed for herbs,	Areola.
A Graft,	Surculus.
A Shoot,	Stolo.
A Pruning hook,	Scalprum.
A Prop,	Fulcrum.
A Rowler,	Cylindrus.
A Hoe,	Secator.

Art,	Ars.
Divinity,	Theologia.
A Divine,	Theologus.
Philoſophy,	Philoſophia.
A Philoſopher,	Philoſophus.
A Comedy,	Comœdia.
A Comedian,	Comicus. Comœdus.
A Tragedy,	Tragedia.
A Tragedian,	Tragicus. Tragœdus.
An Hiſtory,	Hiſtoria.
An Hiſtorian,	Hiſtoricus.
A Farrier,	Veterinarius.
A Perfumer,	Unguentarius.
A Confecter,	Aromatarius.
Aſtrology,	Aſtrologia.
An Aſtrologer,	Aſtrologus.
Aſtronomy,	Aſtronomia.
An Aſtronomer,	Aſtronomus.
A Mathematician,	Mathematicus.
A Lawyer,	Juris conſultus.
A Sophiſter,	Sophiſta.
A Logician,	Logicus.
Logick,	Logica.
An Arithmetician,	Arithmeticus.
A Number,	Numerus.
Muſick,	Muſica.
A Muſitian,	Muſicus.
A Piper,	Tibicen.
A Fidler,	Citharœdus.
A Trumpeter,	Æneator. Buccinator.
A Stage,	Theatrum.
A Stage-Player,	Hiſtrio.
A Jeſter,	Mimus.
A Scrivener,	Scriba, Scriptor, Notarius, Librarius.
A Book-Binder,	Bibliopegus.
An Artificer,	Artifex.
A Bowyer,	Arcuarius.
An Architect,	Architectus.
A Smith,	Faber.
A Brazier	Faber Ærarius.
An Armorer,	Armamentarius.
A Goldſmith,	Aurifaber, Aurifex.

FINIS.

To ye Right Honorable ye Lord Keeper of ye great Seale of England. The Humble Bill of Complaint of Thomas Chamberlaine.

To Conclude a Bill.

May it therefore please yor Honor the premisses graciously considered to grant unto yor Orator his most gracious writt of Subpena to be directed to yt effect &c. And your Orator shall ever pray &c.

To End an Answere.

All which matters & things this Defendant is ready to averr & prove as this Honorable Court shall award & therefore prayeth to be dismissed out of this honorable Court with his reasonable costs & charges in this behalfe wrongfully sustained.

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Sheppards *Epitomy of the Common Law*,	Folio.
Wingates *Maxims*,	Folio.
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Cowells *Interpreter*,	Folio.
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